

**RESOLUTION NO. R-2025-32**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONSTRUCTION CONTRACT WITH EMERSON CONSTRUCTION COMPANY, INC. FOR A NOT-TO-EXCEED AMOUNT OF TWO MILLION, FOUR HUNDRED FIVE THOUSAND, SEVENTY-NINE DOLLARS AND ZERO CENTS (\$2,405,079.00) FOR THE REHABILITATION OF WASTEWATER TREATMENT PLANTS NO. 1 AND NO. 2; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

- WHEREAS,** the City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and
- WHEREAS,** the City Manager is responsible for the proper administration of all affairs of the City; and
- WHEREAS,** the City Council of the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of roadways, water, wastewater, stormwater conveyance; and
- WHEREAS,** the City of Bastrop has utilized J. Perales & Associates, PLLC for the provision of engineering services on the Wastewater Treatment Plant No. 1 and No. 2 Rehabilitation project; and
- WHEREAS,** J. Perales & Associates, PLLC has received all bid proposals and found the lowest responsible bidder, Emerson Construction Company, Inc., of Temple, Texas to be qualified; and
- WHEREAS,** J. Perales & Associates, PLLC has recommended the award of a construction contract to Emerson Construction Company, Inc., of Temple, Texas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**Section 1:** That the City Council of the City of Bastrop, Texas has found J. Perales & Associates, PLLC to be a subject matter expert in the field of engineering.

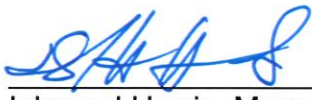
**Section 2:** That the City Manager is hereby authorized to execute a construction contract with Emerson Construction Company, Inc. for a not-to-exceed amount of \$2,405,079.00, herein attached as Exhibit A;

**Section 3:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of the Resolution are hereby repealed to the extent of such conflict, and the provisions of the Resolution shall be and remain controlling as to the matters resolved herein.

**Section 4:** That this Resolution shall take effect immediately upon its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas this 24<sup>th</sup> day of June 2025.

**APPROVED:**

by:   
Ishmael Harris, Mayor

**ATTEST:**

  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



**CONTRACT FOR CITY OF BASTROP  
WWTP NO. 1 AND NO. 2 REHABILITATION, 2025**

**AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM  
CONSTRUCTION SERVICES CONTRACT**

**INTRODUCTION**

THIS CONSTRUCTION SERVICES CONTRACT ("Contract") is made and entered into this August 5, 2025, by and between the City of Bastrop, Texas, hereinafter referred to as the "Entity" and Emerson Construction Company, Inc., a licensed and insured Construction Contractor in the State of Texas, hereinafter referred to as the "Contractor." Entity and Contractor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing these services to its residents; and

WHEREAS, the Entity has been awarded ARPA SLFRF funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, Entity has decided to use SLFRF for the City of Bastrop WWTP No. 1 and No. 2 Rehabilitation, 2025 Project (hereinafter "Project"); and

WHEREAS, the Entity desires to disburse funds to the Contractor to administer the Project and perform certain services in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Contractor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed two million, four hundred and five thousand, seventy-nine dollars and zero cents (\$2,405,079.00) to be paid to the Contractor by Entity as herein below set forth, the Parties hereto do mutually agree as follows:

## SECTION 1. CONTRACT ADMINISTRATION

### SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate. The Contractor shall designate a Representative to act on Contractor's behalf with respect to the Project for all purposes, including (by way of example and not of limitation) execution of Change Orders and Applications for Payment. Contractor's Representative shall be responsible for the day-to-day management of the Work through Final Completion – and must be available as required for the benefit of the Project and Entity.

Any notice or communication required or permitted to be given under this Contract must be in writing and may be served via email or by depositing same with the United States Postal Service, addressed to the Entity/Contractor Representative for Project, postage prepaid and in registered or certified form, with return receipt required; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable overnight courier for overnight delivery. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

|                                          |                             |                                              |                                |
|------------------------------------------|-----------------------------|----------------------------------------------|--------------------------------|
| <b>Entity Name</b>                       | City of Bastrop, Texas      | <b>Contractor Name</b>                       | Emerson Construction Co., Inc. |
| <b>Entity Address 1</b>                  | 1311 Chestnut Street        | <b>Contractor Address 1</b>                  | 4502 Twin City Boulevard       |
| <b>Entity Address 2</b>                  | Bastrop, TX 78602           | <b>Contractor Address 2</b>                  | Temple, TX 76502               |
|                                          |                             |                                              |                                |
| <b>Entity Representative for Project</b> |                             | <b>Contractor Representative for Project</b> |                                |
| <b>Name</b>                              | Curtis Hancock              | <b>Name</b>                                  | Rhonda Nebgen                  |
| <b>Title</b>                             | Water & Wastewater Director | <b>Title</b>                                 | Project Manager                |
| <b>Phone</b>                             | (512)718-3185               | <b>Phone</b>                                 | (254)534-3112                  |
| <b>Email</b>                             | chancock@cityofbastrop.org  | <b>Email</b>                                 | rnebgen@eccinc.com             |
| <b>Entity Billing Contact</b>            |                             | <b>Contractor Billing Contact</b>            |                                |
| <b>Name</b>                              | Jimmie Campbell             | <b>Name</b>                                  | Denice Allison                 |
| <b>Title</b>                             | CIP Financial Analyst       | <b>Title</b>                                 | Treasurer                      |
| <b>Phone</b>                             | (512)332-8854               | <b>Phone</b>                                 | (254)760-6109                  |
| <b>Email</b>                             | jcampbell@cityofbastrop.org | <b>Email</b>                                 | dallison@eccinc.com            |

### SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

#### Exhibits

|            |                                   |
|------------|-----------------------------------|
| Exhibit A1 | Scope of Work                     |
| Exhibit A2 | Payment & Pricing Schedule        |
| Exhibit A3 | Request for Payment               |
| Exhibit B  | ARPA Required Contract Provisions |

|           |                                                                |
|-----------|----------------------------------------------------------------|
| Exhibit C | Prevailing Wage Decision                                       |
| Exhibit D | Other Relevant Information/Special Conditions for Construction |
| Exhibit E | Insurance Certificate                                          |
| Exhibit F | Bid, Performance, and Payment Bonds                            |
| Exhibit G | Eligibility Verification (SAM.gov)                             |
| Exhibit H | Certificate of Interested Parties (Form 1295)                  |

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**SECTION 1.4 CONTRACT DOCUMENTS**

- By reference, the Contract Documents consist of:
- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
  - b. All Addenda issued before the Effective Date of this Contract;
  - c. All Alternates accepted by the Entity before the Effective Date of this Contract;
  - d. All Change Orders issued after the Effective Date of this Contract;
  - e. The Drawings, Specifications, details, and other documents developed by Project Architect/Engineer to describe the Project and accepted by Entity; and
  - f. The response submitted by Contractor in response to the RFP issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Contractor, and supersede all prior negotiations, representations, or agreements, written or oral.

To the extent of any conflict between Contractor’s Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

**1.4.1 Term of Contract – Commencement of Work**

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. The commencement date shall be as specified in the NTP. Contractor shall achieve substantial completion of the Work within 365 calendar days

after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.

Reasonably foreseeable adverse weather conditions will not constitute an Excusable Delay. For purposes of this Contract, "reasonably foreseeable adverse weather conditions" means weather conditions in keeping with the historical averages listed by the National Oceanic and Atmospheric Administration on its website, [www.noaa.gov](http://www.noaa.gov).

In any event, all of the services required and performed hereunder shall be completed no later than September 30, 2026.

#### 1.4.2 Schedule

Within ten (10) days of receiving the Notice to Proceed, Contractor shall submit for Entity review and acceptance, a critical path schedule.

#### 1.4.3 Pre-Existing Conditions

Contractor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its bid to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

#### 1.4.4 Liquidated Damages

Contractor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$500.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

The foregoing provision as to liquidated damages constitutes an agreement by the Entity and the Contractor as to the minimum amount of damages the Entity will sustain in any event by reason of the Contractor's failure to complete the Work within the time specified in a Notice to Proceed, or as extended by a change order. The Entity may recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered, carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up (Estimated Cost of Repairs or ECR), or Task Order or change orders. The Entity shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor.

#### 1.4.5 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

#### 1.4.6 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

#### 1.4.7 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Contractor; failure of the Contractor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Contractor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Contractor. Cause for termination shall include any material failure by Contractor to comply with any term of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Contractor, and the Entity may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Contractor is determined.
- c. The Contractor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Contractor, the Entity may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Contractor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

#### 1.4.8 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Entity as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, Section above relative to termination shall apply.

#### 1.4.9 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the Entity and the Contractor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Contractor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

#### 1.4.10 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Entity, the Contractor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

#### 1.4.11 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Contractor for the purpose of assisting the Contractor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

### **SECTION 1.5 CONTRACT SUM AND PAYMENTS**

The Contractor shall be compensated per the schedule below. Payment to the Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the proposal, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

#### 1.5.1 Contract Sum

Entity shall pay Contractor for performance of its obligations under this Contract, including the Base Proposal and Additive Alternate Proposals, the sum of \$ 2,405,079.00, and make payment in accordance with the provisions of this Section.

#### 1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see Exhibit A2) subdividing the Project into its respective parts, and which includes values for all items comprising the Project will serve as the basis for progress payments made to Contractor throughout the Project. The format and tracking of the original Payment & Pricing Schedule and all updates thereto will be subject to the approval of Entity and/or designated representative(s). At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Contractor's overhead and profit) shall not exceed the unpaid balance of the Contract Sum (less Retainage on Work previously completed).

#### 1.5.3 Contractor's Payment Obligations

Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

#### 1.5.4 Inspections and Payment for Construction Services

During the phase of construction services, the following activities apply:

- a. Payments will be made at milestones as established in the construction contract Payment Schedule. Generally, the Entity is anticipating pay milestones at 33% construction complete, 50% construction complete, 66% construction complete, and 100% (final) construction complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value have been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the Entity. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable

construction codes, standards, and specifications. All components must be installed without visible flaws in workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved. A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.

- b. Firm shall submit an invoice upon completion of each milestone as described in the executed construction contract document. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed unless such costs are explicitly included in the construction contract. The final request for reimbursement must be received by the City no later than September 30, 2026.
- c. The selected Firm(s) are eligible for Final payment once a Certificate of Occupancy is provided, and the construction passes the final inspection performed by the Entity. The final inspection is complete when all items on the scope of work has been completed, all mechanical systems are working properly, all interior and exterior electrical systems are working, all plumbing systems are working and draining, and all other systems or appurtenances installed or repaired as part of this scope are working or completed.
- d. Firm(s) are eligible for the retainage payment thirty (30) days after passing final inspection and completion of all punch list items. If determined necessary by the Entity, proof of payment to subcontractors may be requested.

#### 1.5.5 Request for Payment

As instructed, all payment requests must be submitted on an approved form of Request for Payment including required attachments. Notwithstanding the certification of Contractor's payment applications, the Entity or its Representative will independently review Contractor's payment applications and make a determination as to the amount properly payable to Contractor.

- a. Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence required by Entity or its designated Representative as it deems necessary to support the amount requested.
- b. Contractor shall include required attachments identifying payments to HUBs and to all Subcontractors. Payments to Subcontractors included in an Application for Payment will not exceed the percentage of Work allocable to such Subcontractors for each respective Schedule of Values classification which has been actually completed and will not exceed the total value of the subcontract amount.
- c. Contractor shall include Certified Payrolls and other required documents in support of Texas Prevailing Wage requirements or federal Davis-Bacon compliance.

#### 1.5.6 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the construction of the Project may be exempt from state and local taxes. Contractor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Applications for Payment and from the request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Contractor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Contractor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for

Payment; violations of Prevailing Wage/Davis-Bacon requirements; failure to pay Subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Contractor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Contractor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

#### **1.5.7 Final Payment**

Contractor's request for Final Payment must not be made until all Work is completed, all requirements of the Contractor Documents have been satisfied, and Contractor delivers:

- a. A complete release of all liens arising out of the Work;
- b. Written consent of surety to release Final Payment; and
- c. An affidavit that, to the best of the Contractor's information or knowledge, the release includes and covers all materials and services over which Contractor has control and for which a lien could be filed, subject only to the Final Payment by Entity.

Alternatively, Contractor may furnish a bond satisfactory to Entity to indemnify Entity against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Entity all money the Entity may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Entity shall have all remedies at law and in equity.

Acceptance by Contractor (or Contractor's successors) of Final Payment under this Contract, will constitute a full and complete release of Entity from any and all claims, demands and causes of action whatsoever which Contractor or Contractor's successors have or may have against the Entity under the provisions of this Contract for payment for the Work except for those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

## **SECTION 2. ENTITY RESPONSIBILITIES**

### **SECTION 2.1 GENERAL**

- a. Entity will cooperate in a timely manner in providing information to the other members of the Project Team regarding its requirements for the Project.
- b. Entity will provide the general schedule, setting the plan for milestone dates and completion of the Project.
- c. If the Entity has actual knowledge of any fault or defect in the Project or non-conformance with the Drawings and Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Contractor.
- d. The Entity may designate one or more construction inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Contractor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

## **SECTION 3. SCOPE OF WORK**

### **SECTION 3.1 GENERAL**

Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Project Architect/Engineer and listed in the attached Exhibits. Implicit in Contractor's obligations is the provision of and payment for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, temporary facilities and other facilities and services necessary or reasonably inferable for proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated into the Project, and complete the Project in an expeditious and economical manner consistent with the interests of the Entity and in accordance with the schedule.

Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Contractor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Contractor's skill and knowledge in performing the services required hereunder.

### **SECTION 3.2 PROJECT CONTROL**

Contractor shall supervise and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences, and procedures for the Work. Contractor shall promptly correct any defective or non-conforming Work at Contractor's sole expense and without cost to Entity.

### **SECTION 3.3 SUBCONTRACTORS**

Contractor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the construction of the Project.

- a. Contractor shall monitor the Work of the Subcontractors as required and coordinate such Work with the activities and responsibilities of the Project Team with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Contractor shall inspect the Work of Subcontractor to ensure conformance with the Contract Documents without assuming Project Architect's responsibilities.
- c. Upon request, Contractor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

### **SECTION 3.4 PREVAILING WAGE/DAVIS-BACON**

The Contractor shall maintain strict enforcement of State of Texas Prevailing Wage laws OR Federal 2 CFR 200-Appendix II Davis-Bacon compliance.

### **SECTION 3.5 HUB SUBCONTRACTING PLAN**

Contractor shall comply with the requirements of the HUB Subcontracting Plan and submit with the solicitation and shall not make any changes to the HUB Subcontracting Plan without the Entity's written approval.

### **SECTION 3.6 KEY TASKS**

- a. Management of all construction phases (specific to the construction scope of work) to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical and gas line), demolition, lead paint/asbestos assessments and abatement, dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas),

hookup and punch list.

- b. Maintain a pool of general/subcontractors, Architectural or Engineering (A/E) Firms, and other trades adequate to complete construction adhering to Entity's requirements and time constraints identified in this document.
- c. Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- d. Obtain or ensure that all necessary permits to perform demolition and/or construction activities as required, and that Certificates of Compliance (as applicable) are issued and properly documented.
- e. Provide a warranty on all completed construction. At a minimum, 1-year warranty for workmanship and materials and a 10-year warranty for structure, and appliance warranty from the manufacturer shall be provided.
- f. Perform periodic monitoring of construction during all construction phases. Contractor shall provide an assigned superintendent at each project site and notify the Entity of the assignment or reassignment of superintendent within forty-eight (48) hours. The Entity reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.
- g. Participate in progress inspections performed by the Entity inspectors (or assignees) to ensure compliance with construction requirements, applicable building codes, zoning requirements, plan specifications and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).
- h. When applicable, provide wage rate documentation (or certified payrolls) on a weekly basis or as directed by Entity. Allow for access to the site to interview employees and provide photographs of required on-site (location TBD) signage per requirements of Texas Prevailing Wage/Federal Davis-Bacon compliance.
- i. Provide excellent customer service for others impacted during construction activities. Firm shall be responsive to requests and communicate on a regular basis with the Entity; coordinate relocation issues such as utility connects/disconnects, schedules, storage; and ensure that those impacted by construction are fully informed of the construction process.
- j. Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors; and suppliers.
- k. Furnish progress reporting as determined or requested by the Entity.
- l. Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- m. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

### **SECTION 3.7 PRECONSTRUCTION SERVICES**

During the phase of preconstruction services, the following activities are performed:

- a. Procure in advance or establish reliable supply chains for materials, equipment, supplies, and appurtenances with long lead items.
- b. Perform procurement of early trade work.
- c. Submit sample boards of materials (i.e., cabinets, carpet, hardware, paint, etc.) for review and approval of the

Entity.

- d. Prepare and maintain a detailed schedule.
- e. Work collaboratively with design team and review drawings for submittal to the Entity for final approval.

### **SECTION 3.8 CONSTRUCTION SERVICES**

During the phase of construction services, the following activities are performed:

- a. Contractor shall meet with assigned Entity contact (or assignee) to review selections of construction materials.
- b. Contractor will be responsible for coordinating with appropriate departments for shutoff and timely reconnection of all utilities. Contractor shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- c. Contractor is responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and federal guidelines, laws, and regulations.
- d. Contractor shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.
- e. Contractor shall provide construction services in accordance with Entity building codes and within the prescribed construction timelines and approved schedule.
- f. Contractor is responsible for performing Lead and Asbestos assessment and abatement activities as included in the project scope of work. All work must be properly documented, and proper clearances obtained prior to re-occupation of the building.
- g. Contractor shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedule. Contractor is allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.
- h. Contractor shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- i. Contractor shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Contractor shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.
- j. Contractor shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the Entity.
- k. As requested by the Entity, Contractor shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction

standards.

- I. Contractor shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the Entity, or assignee. The Entity will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

### **SECTION 3.9 SCHEDULING**

Contractor is solely responsible for completion of the Work in accordance with the Contract Documents on or before the date specified in the Schedule.

### **SECTION 3.10 MEETINGS**

Contractor shall attend Project progress meeting scheduled by Entity and/or its Representative no less often than once per month, but in any event as often as required for the proper coordination of the Project, and fully advise the Project Team at such meetings as to Project status. Contractor shall also schedule direct and attend regular Project Team meetings to discuss jointly such matters as procedures, progress, problems, and scheduling. Prior to each meeting, Contractor shall prepare and distribute to the other Project Team members a written agenda for the meeting. At each Project Team meeting, Contractor shall distribute a memorandum setting forth the list of critical activities that require immediate action and the date(s) by when the activity must be completed, and record and distribute the minutes of each meeting.

### **SECTION 3.11 CHANGES**

Contractor shall use Entity's forms for review and processing Change Proposals, Change Orders, and requests for information.

### **SECTION 3.12 DOCUMENTS, SHOP DRAWINGS AND SUBMISSIONS**

Project Architect shall be the interpreter of the design intent of the Construction Documents, subject to the terms and conditions of the agreement between Project Architect and Entity; provided, however, Contractor shall request such interpretations from Project Architect, from time to time, in order to facilitate Contractor's accomplishment of its duties under this Contract. In the event that the Contractor believes the interpretation of Project Architect is not reasonably inferable from the design documents and/or not in conformance with industry standards and said interpretation increases the cost and/or extends the construction schedule, then Contractor may request dispute resolution.

- a. In collaboration with the other members of the Project Team, establish and implement procedures for expediting the processing and Project Architect's approval of shop drawings and other submissions in accordance with the Project specifications.
- b. Receive from the Subcontractors and review all shop drawings and other submissions for conformance with the Contract Documents. Coordinate shop drawing and other submission with the Contract Documents and other related documents prior to transmitting them to other members of the Project Team.
- c. Maintain at the Project site and make available to Entity, updated records of all drawings, a current set of as-built Drawings and Specifications, examples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all changes and revisions, a directory of personnel, Project correspondence, inspection procedures (prepared by the entities conducting inspections), testing laboratory procedures (prepared by the testing laboratories), contract changes, time extensions, progress payment data, Final Acceptance procedures, and instructions from Entity.
- d. Coordinate and facilitate the creation of record and as-built drawings, and the procurement of warranties and guarantees. Contractor shall maintain and deliver the documents describing all changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the

completed Work.

### **SECTION 3.13 SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Contractor should request clarification from the Entity as specified in this document.

### **SECTION 3.14 NON-CONFORMING WORK**

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Contractor shall promptly correct any such defect at Contractor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Contractor, Contractor shall promptly correct such condition at no additional cost to Entity. If Contractor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Contractor; provided, however, if no monies are owed Contractor at the time the condition is discovered or at the time the condition is corrected by Entity, Contractor shall promptly reimburse the City of Bastrop for all expenses incurred to correct the condition. Contractor shall warranty all corrective Work, whether performed by or through Contractor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Contractor's refusal or failure to correct properly any non-conforming Work.

### **SECTION 3.15 ENVIRONMENTAL, HEALTH, AND SAFETY**

Contractor's Safety Plan shall include recommendations and information to Entity and its Representative regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence of any Entity-controlled insurance programs will not operate to diminish or eliminate Contractor's responsibilities under this Contract. Entity agrees that Entity will not be providing any Subcontractors.

During the phase of construction services, the following activities are to be performed:

- a. The Firm shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.
- b. All health and safety complaints must be addressed immediately, and the Entity must be notified of the complaints and proposed resolutions within twenty-four (24) hours.
- c. Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.
- d. All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

### **SECTION 3.16 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK**

- a. Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
- b. Contractor's certification shall be delivered to Entity at Substantial Completion.

- c. Contractor shall take whatever measures it reasonably deems necessary to ensure that all employees and Subcontractors (including suppliers and fabricators), and their assigns, comply with the requirements of this section.
- d. Each Subcontractor shall provide a notarized statement that no Asbestos Containing Building Materials (ACBM) has been used, provided, or left on this Project with each of its/his/her invoice.
- e. Contractor shall provide to the extent deemed necessary for compliance by the State data sheets and/or labels as proof of compliance.

### **SECTION 3.17 RECORD KEEPING & RETENTION**

Contractor shall establish and maintain a numbering and tracking system for all Project records, including modifications thereto, requests for information, submittals, and supplementary instructions, and shall provide updated records at each update meeting and when requested. During the Construction Phase, Contractor shall submit detailed progress reports, as requested by Entity, that include a description of the Project status, a summary update of the Work by Construction Specifications Institute (CSI) division, photographs, updated and current schedules and logs, and any other information necessary to convey the progress of the Work.

### **SECTION 3.18 INDEMNIFICATION**

Contractor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Contractor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Contractor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Contractor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Contractor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Contractor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Entity and Contractor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

### **SECTION 3.19 INSURANCE & BONDING**

Contractor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation included here as **Exhibit E** and **Exhibit F**.

## **SECTION 4. REQUIRED PROVISIONS**

The Contractor shall comply with the following items:

### **SECTION 4.1 TERMS AND CONDITIONS**

The Contractor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in Exhibit B.

### **SECTION 4.2 DEBARMENT AND SUSPENSION**

Contractor has demonstrated non-debarment status in the System for Award Management. Should this status change – the contractor must notify the Entity immediately.

### **SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI**

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

### **SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE**

- a. 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.
- b. 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.

### **SECTION 4.5 ETHICS MATTERS**

Contractor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](#), and applicable state ethics laws and rules available. Neither Contractor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

### **SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS**

The Contractor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State

Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Contractor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Contractor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

## **SECTION 5. MISCELLANEOUS PROVISIONS**

### **SECTION 5.1 GENERAL**

- a. This Contract shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- d. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- e. Licenses, Permits, Taxes, Fees, Laws, and Regulations
  - i. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Contract.
  - ii. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Contract.
  - iii. Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

## **SECTION 5.2 CAPACITY TO PERFORM**

By execution of this Contract, Contractor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

## **SECTION 5.3 LIMITATION OF LIABILITY**

Except for the obligation of Entity to pay Contractor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Contractor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

## **SECTION 5.4 ASSIGNMENT**

This Contract is a personal service contract for the services of Contractor, and neither Contractor's interest in this Contract (including, but not limited to Contractor's fees due hereunder), nor Contractor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

## **SECTION 5.5 GOVERNING LAW AND VENUE**

The Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Contractor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Contractor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in Bastrop, Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Bastrop County, Texas.

## **SECTION 5.6 WAIVERS**

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

## **SECTION 5.7 AMENDMENTS**

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

## **SECTION 5.8 BINDING**

The Contract shall be binding upon and inure to the benefit of the Parties to this Contract and their respective permitted assigns and successors.

**SECTION 5.9 APPOINTMENT**

Contractor shall act only upon instructions from the Entity's Designated Representative unless the Entity advises the Contractor otherwise in writing.

**SECTION 5.10 SEVERABILITY**

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract, and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

**SECTION 5.11 NEW LAWS**

Parties agree that if there is a change in any laws, rules, or regulations affecting the Project and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

IN WITNESSETH WHEREOF, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

BY:

  
(Local City/County Official)

Sylvia Camillo Taurino  
(Printed Name)

City Mgr.  
(Title)

BY:

  
(Firm's/Contractor's Authorized Representative)

Chuck Emerson  
(Printed Name)

President  
(Title)

## SECTION 6. EXHIBITS

|            |                                                                |
|------------|----------------------------------------------------------------|
| Exhibit A1 | Scope of Work                                                  |
| Exhibit A2 | Payment & Pricing Schedule                                     |
| Exhibit A3 | Request for Payment Form                                       |
| Exhibit B  | ARPA Required Provisions (ARPA Terms & Conditions)             |
| Exhibit C  | Prevailing Wage Decision                                       |
| Exhibit D  | Other Relevant Information/Special Conditions for Construction |
| Exhibit E  | Insurance Certificate                                          |
| Exhibit F  | Bid, Performance, and Payment Bonds                            |
| Exhibit G  | Eligibility Verification (SAM.gov)                             |
| Exhibit H  | Certificate of Interested Parties (Form 1295)                  |

## **EXHIBIT A1 – PROJECT SCOPE OF WORK**

The contract bid documents provide for a base bid with two additive alternates.

Under the Base Bid, the general scope work includes the following primary tasks:

1. Construct the plant flow diversion system, including plant yard piping modifications and piping modifications at the offsite Central Lift Station location
2. Activate the plant flow diversion system and de-activate WWTP No. 1 and No. 2.
3. Remove existing water and solids from the interior of WWTP No. 1.
4. Pressure wash the WWTP No. 1 tank interior and identify the scope of any necessary tank, support structure, or equipment repairs.
5. Complete authorized repairs.
6. Paint the WWTP No. 1 tank interior.
7. De-activate the plant flow diversion system and re-activate WWTP No. 1 and No. 2

Additive Alternate No. 1 will include removal of existing water and solids from the interior of WWTP No. 2.

Additive Alternate No. 2 will include pressure washing of the WWTP No. 2 tank interior.

## Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

### Payment Schedule:

Payments will be made at milestones as established in the construction contract. Generally, the Entity is anticipating pay milestones at 33% construction complete, 50% construction complete, 66% construction complete, and 100% (final) construction complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value have been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the Entity. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable construction codes, standards, and specifications. All components must be installed without visible flaws in workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved. A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.

### Pricing Schedule:

Prices for all goods and/or services shall be all inclusive. The Entity is exempt from taxes.

### Pricing Scenario Options (Entity should select one or an alternate method to request pricing):

1. **Cost Per Square Foot:** Contractor shall provide Cost Per Square Foot to complete the scope of services contained in Exhibit A – Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey product.

**Cost Per Square Foot: NOT USED**

2. **Lump Sum Price:** Contractor shall provide a Lump Sum Price to complete the scope of services contained in Exhibit A – Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey product.

**Lump Sum Price for Complete Scope of Work: NOT USED**

3. **Lump Sum Price:** Contractor shall provide a Lump Sum Price for each component of work as indicated below to complete the scope of services contained in Exhibit A – Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey product.

**SEE ATTACHED**

**EXHIBIT A2 - PAYMENT & PRICING SCHEDULE**  
**CITY OF BASTROP WWTP No. 1 and No. 2 Rehabilitation, 2025**

| BID ITEM DESCRIPTION                                   | ESTIMATE<br>D<br>QUANTITY | UNIT OF<br>MEASURE | UNIT PRICE BID | AMOUNT BID    |
|--------------------------------------------------------|---------------------------|--------------------|----------------|---------------|
| <b>BASE BID</b>                                        |                           |                    |                |               |
| WWTP FLOW DIVERSION SYSTEM                             | 1                         | LUMP SUM           | 310,050.00     | \$ 310,050.00 |
| DE-WATERING WWTP NO. 1                                 | 1                         | LUMP SUM           | 134,550.00     | \$ 134,550.00 |
| SOLIDS REMOVAL WWTP NO. 1                              | 450                       | TONS               | 556.00         | \$ 250,200.00 |
| EMERGENCY TEMPORARY SUPPORT<br>STRUCTURES WWTP No. 1   | 2                         | EACH               | 26,325.00      | \$ 52,650.00  |
| PRESSURE WASHING WWTP NO. 1                            | 1                         | LUMP SUM           | 26,325.00      | \$ 26,325.00  |
| TANK WALL REPAIRS WWTP NO. 1                           | 150                       | SQUARE<br>FEET     | 369.00         | \$ 55,350.00  |
| TEMPORARY SUPPORT STRUCTURES WWTP NO. 1                | 2                         | EACH               | 32,175.00      | \$ 64,350.00  |
| REPLACE STRUCTURAL MEMBERS WWTP NO. 1                  | 3,000                     | POUNDS             | 59.00          | \$ 177,000.00 |
| WELDED CONNECTIONS WWTP NO. 1                          | 50                        | EACH               | 878.00         | \$ 43,900.00  |
| GRATING AND WALKWAY REPAIRS WWTP NO. 1                 | 560                       | SQUARE<br>FEET     | 117.00         | \$ 65,520.00  |
| WALKWAY HANDRAIL & GUARD REPAIRS WWTP<br>No. 1         | 500                       | POUNDS             | 108.00         | \$ 54,000.00  |
| WELDED CONNECTION TO EXIST WALKWAY<br>WWTP NO. 1       | 50                        | EACH               | 439.00         | \$ 21,950.00  |
| AIR DISTRIBUTION TRUNKLINE GASKET RR WWTP<br>NO. 1     | 1                         | LUMP SUM           | 24,570.00      | \$ 24,570.00  |
| AIR DISTRIBUTION SYSTEM ENTIRE DROP REPL<br>WWTP NO. 1 | 36                        | EACH               | 2,083.00       | \$ 74,988.00  |
| AERATION SYSTEM DIFFUSER HEAD ONLY WWTP<br>NO. 1       | 238                       | EACH               | 211.00         | \$ 50,218.00  |
| PROCESS COMPONENT REPAIRS ALLOCATION<br>WWTP NO. 1     | 1                         | LUMP SUM           | \$ 60,000.00   | \$ 60,000.00  |
| PROCESS PIPING REPAIRS ALLOCATION WWTP<br>NO. 1        | 1                         | LUMP SUM           | \$ 30,000.00   | \$ 30,000.00  |
| PAINTING-WWTP NO. 1                                    | 1                         | LUMP SUM           | 709,313.00     | \$ 709,313.00 |

TOTAL BASE BID

\$2,204,934.00

**EXHIBIT A2 - PAYMENT & PRICING SCHEDULE**  
**CITY OF BASTROP WWTP No. 1 and No. 2 Rehabilitation, 2025**

| BID ITEM DESCRIPTION            | ESTIMATE<br>D<br>QUANTITY | UNIT OF<br>MEASURE | UNIT PRICE BID | AMOUNT BID    |
|---------------------------------|---------------------------|--------------------|----------------|---------------|
| <b>ADDITIVE ALTERNATE NO. 1</b> |                           |                    |                |               |
| DE-WATERING WWTP NO. 2          | 1                         | LUMP SUM           | 46,800.00      | \$ 46,800.00  |
| SOLIDS REMOVAL WWTP NO. 2       | 150                       | TONS               | 878.00         | \$ 131,700.00 |

TOTAL ADDITIVE ALTERNATE NO. 1 \$ 178,500.00

TOTAL AMOUNT BID: BASE BID PLUS ADDITIVE ALTERNATE NO. 1 \$2,383,434.00

|                                 |   |          |           |              |
|---------------------------------|---|----------|-----------|--------------|
| <b>ADDITIVE ALTERNATE NO. 2</b> |   |          |           |              |
| PRESSURE WASHING WWTP NO. 2     | 1 | LUMP SUM | 21,645.00 | \$ 21,645.00 |

TOTAL ADDITIVE ALTERNATE NO. 2 \$ 21,645.00

TOTAL AMOUNT BID:  
 BASE BID PLUS ADDITIVE ALTERNATE NO. 1 AND NO. 2 \$2,405,079.00

### Exhibit A3 – Request for Payment Form

|                         |  |                       |  |
|-------------------------|--|-----------------------|--|
| <b>Project Name:</b>    |  |                       |  |
| <b>Contractor Name:</b> |  |                       |  |
| <b>Date of Request:</b> |  |                       |  |
| <b>Contact Name:</b>    |  |                       |  |
| <b>Contact Phone:</b>   |  | <b>Contact Email:</b> |  |

| Item for Payment | Description | Unit Cost or Percent Complete | # of Units | Total Amount |
|------------------|-------------|-------------------------------|------------|--------------|
|                  |             |                               |            |              |
|                  |             |                               |            |              |
|                  |             |                               |            |              |
| <b>TOTAL</b>     |             |                               |            |              |

| X | Attachments |
|---|-------------|
|   |             |
|   |             |
|   |             |
|   |             |
|   |             |
|   |             |

|                       |  |
|-----------------------|--|
| <b>Submitted By</b>   |  |
| <b>Name and Title</b> |  |
| <b>Signature</b>      |  |

**CERTIFICATION:** I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**WARNING:** Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

## Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

| THRESHOLD                                        | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CITATION                                                 | PROVISION APPLIES TO                                  |
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|                                                  | <b>2 CFR 200 Appendix II (A-L)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                          |                                                       |
| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2 CFR 200<br>APPENDIX II (A)                             | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |
| >\$10,000                                        | All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 CFR 200<br>APPENDIX II (B)                             | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |
| None                                             | <p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(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,</p> | 2 CFR 200<br>APPENDIX II (C)<br>and<br>41 CFR §60-1.4(b) | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CITATION | PROVISION APPLIES TO |
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|           | <p>gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>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.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(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 contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(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.</p> <p>(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.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>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</p> |          |                      |

| THRESHOLD                                                                                                                                                               | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CITATION                             | PROVISION APPLIES TO                           |
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|                                                                                                                                                                         | <p>administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                      |                                                |
| <p>&gt;\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>&gt;\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p> | <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>2 CFR 200<br/>APPENDIX II (D)</p> | <p>Contractor RFP/IFB</p> <p>Subrecipients</p> |
| >\$100,000                                                                                                                                                              | <p>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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>2 CFR 200<br/>APPENDIX II (E)</p> | <p>Contractor RFP/IFB</p>                      |

| THRESHOLD  | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CITATION                                               | PROVISION APPLIES TO                                             |
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|            | involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations ( <u>29 CFR Part 5</u> ). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week 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 <u>40 U.S.C. 3704</u> 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. |                                                        | Subrecipients                                                    |
| None       | 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.                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200<br>APPENDIX II (F)                           | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients            |
| >\$150,000 | 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2 CFR 200<br>APPENDIX II (G)                           | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients            |
| >\$25,000  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 CFR 200<br>APPENDIX II (H)                           | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |
| >\$100,000 | 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                                                                                                                                                                                                                                                                                                                                                                                         | 2 CFR 200<br>APPENDIX II (I)<br>and<br>24 CFR §570.303 | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients            |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CITATION                     | PROVISION APPLIES TO                                  |
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|           | obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                              |                                                       |
|           | <p>See 2 CFR §200.323- Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor 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.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <p>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <ol style="list-style-type: none"> <li>1. Competitively within a timeframe providing for compliance with the contract performance schedule;</li> <li>2. Meeting contract performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> <p>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."</p> | 2 CFR 200<br>APPENDIX II (J) | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |
|           | <p>See 2 CFR §200.216- Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(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 <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2 CFR 200<br>APPENDIX II (K) | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CITATION                                | PROVISION APPLIES TO                                                 |
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|           | <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, 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.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p> |                                         |                                                                      |
|           | <p>See 2 CFR §200.322- Domestic Preferences for Procurements.</p> <p>(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.</p> <p>(b) For purposes of this section:</p> <p>(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.</p> <p>(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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>2 CFR 200</p> <p>APPENDIX II (L)</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |
|           | <b>Additional 2 CFR 200 references &amp; Other Regulations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |                                                                      |
| None      | The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2 CFR 200.112                           | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p>                      |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CITATION      | PROVISION APPLIES TO                                                                |
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|           | interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               | Subrecipients                                                                       |
| None      | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</li> </ol> | 2 CFR 200.321 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>                |
| >\$10,000 | <p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 CFR 200.323 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>                |
| None      | <p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b> The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2 CFR 200.334 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CITATION      | PROVISION APPLIES TO                                                 |
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|           | <p>the records have been resolved and final action taken. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> |               |                                                                      |
| None      | <p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200.336 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |

| THRESHOLD                            | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CITATION                                                       | PROVISION APPLIES TO                                             |
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| None                                 | CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Texas Government Code 2252.152                                 | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients            |
| >\$100,000                           | PROVISION REQUIRED IN CONTRACT.<br>(a) This section applies only to a contract that:<br><ul style="list-style-type: none"> <li>(1) is between a governmental entity and a company with 10 or more full-time employees; and</li> <li>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</li> </ul> (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:<br><ul style="list-style-type: none"> <li>(1) does not boycott Israel; and</li> <li>(2) will not boycott Israel during the term of the contract.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Texas Government Code 2271                                     | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |
| For Critical Infrastructure Projects | PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.<br>PROHIBITED CONTRACTS.<br>(a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:<br><ul style="list-style-type: none"> <li>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</li> <li>(2) if the governmental entity knows that the company is: <ul style="list-style-type: none"> <li>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: <ul style="list-style-type: none"> <li>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</li> <li>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</li> </ul> </li> <li>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</li> </ul> </li> </ul> (b) The prohibition described by Subsection (a) applies regardless of whether: <ul style="list-style-type: none"> <li>(1) the company's or its parent company's securities are publicly traded; or</li> <li>(2) the company or its parent company is listed on a public stock exchange as:</li> </ul> | Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102 | Subrecipients<br>EC 6.1 Awardees                                 |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CITATION                                                                                                                       | PROVISION APPLIES TO                                                       |
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|                                   | (A) a Chinese, Iranian, North Korean, or Russian company; or<br>(B) a company of a designated country.                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                            |
| None                              | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                            | 42 U.S.C. 6201                                                                                                                 | Contractor RFP/IFB<br>Subrecipients                                        |
| None                              | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                   | Section 504 of the Rehabilitation Act of 1973, as amended.                                                                     | Subrecipients                                                              |
|                                   | <b>ARPA Terms &amp; Conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                |                                                                            |
| ARPA Terms, Conditions, & Records | <p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | Subrecipients                                                              |
| ARPA Terms, Conditions, & Records | <p>2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.</p>                                                                                                                                                                                                                | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | Subrecipients                                                              |
| ARPA Terms, Conditions, & Records | <p>3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p>                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | Subrecipients                                                              |
| ARPA Terms, Conditions, & Records | <p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records</p>                                                                            | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | <p>Contractor RFP/IFB<br/>Contractor RFQ<br/>Subrecipients<br/>Vendors</p> |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CITATION                                                                                                               | PROVISION APPLIES TO                                             |
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|                                   | (electronic and otherwise) of Recipient in order to conduct audits or other investigations.<br><br>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                        |                                                                  |
| ARPA Terms, Conditions, & Records | 5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.                                                                                                                                                                                                                                                                                                                                                                                                                       | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |
| ARPA Terms, Conditions, & Records | 9. Compliance with Applicable Law and Regulations.<br>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.<br>b. Federal regulations applicable to this award include, without limitation, the following:<br><br>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CITATION | PROVISION APPLIES TO |
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|           | <p>be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <ul style="list-style-type: none"> <li>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</li> <li>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</li> <li>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.</li> <li>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</li> <li>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</li> <li>vii. New Restrictions on Lobbying, 31 CFR Part 21.</li> <li>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</li> <li>ix. Generally applicable federal environmental laws and regulations.</li> </ul> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</li> <li>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</li> <li>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</li> <li>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</li> <li>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</li> </ul> |          |                      |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CITATION                                                                                                               | PROVISION APPLIES TO                                             |
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| ARPA Terms, Conditions, & Records | 10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.                                                                                                                                                                                                                                                                                                                                                                                         | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |
| ARPA Terms, Conditions, & Records | 13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 14. Debts Owed the Federal Government.<br>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.<br>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt. | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 15. Disclaimer.<br>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;                                                       | Subrecipients                                                    |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CITATION                                                                                                                          | PROVISION APPLIES TO                                                                |
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|                                   | <p>death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Section 602(b), 603(b) and/or 603(c) as applicable                                                                                |                                                                                     |
| ARPA Terms, Conditions, & Records | <p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ul> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |
| ARPA Terms, Conditions, & Records | <p>17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |
| ARPA Terms, Conditions, & Records | <p>18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |



# EXHIBIT C

## PREVAILING WAGE DECISION

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

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

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

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

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                     |
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| 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"> <li>Executive Order 14026 generally applies to the contract.</li> <li>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.</li> </ul>  |
| 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"> <li>Executive Order 13658 generally applies to the contract.</li> <li>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.</li> </ul> |

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

SUTX2011-006 08/03/2011

|                                                                   | Rates    | Fringes |
|-------------------------------------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE<br>FINISHER (Paving and<br>Structures)..... | \$ 12.56 | **      |
| ELECTRICIAN.....                                                  | \$ 26.35 |         |
| FORM BUILDER/FORM SETTER<br>Paving & Curb.....                    | \$ 12.94 | **      |
| Structures.....                                                   | \$ 12.87 | **      |
| LABORER<br>Asphalt Raker.....                                     | \$ 12.12 | **      |
| Flagger.....                                                      | \$ 9.45  | **      |
| Laborer, Common.....                                              | \$ 10.50 | **      |
| Laborer, Utility.....                                             | \$ 12.27 | **      |
| Pipelaye.....                                                     | \$ 12.79 | **      |
| Work Zone Barricade<br>Servicer.....                              | \$ 11.85 | **      |
| PAINTER (Structures).....                                         | \$ 18.34 |         |
| POWER EQUIPMENT OPERATOR:<br>Agricultural Tractor.....            | \$ 12.69 | **      |
| Asphalt Distributor.....                                          | \$ 15.55 | **      |
| Asphalt Paving Machine.....                                       | \$ 14.36 | **      |
| Boom Truck.....                                                   | \$ 18.36 |         |
| Broom or Sweeper.....                                             | \$ 11.04 | **      |
| Concrete Pavement<br>Finishing Machine.....                       | \$ 15.48 | **      |
| Crane, Hydraulic 80 tons<br>or less.....                          | \$ 18.36 |         |
| Crane, Lattice Boom 80<br>tons or less.....                       | \$ 15.87 | **      |
| Crane, Lattice Boom over<br>80 tons.....                          | \$ 19.38 |         |
| Crawler Tractor.....                                              | \$ 15.67 | **      |
| Directional Drilling<br>Locator.....                              | \$ 11.67 | **      |
| Directional Drilling<br>Operator.....                             | \$ 17.24 | **      |
| Excavator 50,000 lbs or<br>Less.....                              | \$ 12.88 | **      |
| Excavator over 50,000 lbs...\$                                    | 17.71    | **      |
| Foundation Drill, Truck<br>Mounted.....                           | \$ 16.93 | **      |
| Front End Loader, 3 CY or<br>Less.....                            | \$ 13.04 | **      |
| Front End Loader, Over 3 CY.\$                                    | 13.21    | **      |
| Loader/Backhoe.....                                               | \$ 14.12 | **      |
| Mechanic.....                                                     | \$ 17.10 | **      |
| Milling Machine.....                                              | \$ 14.18 | **      |
| Motor Grader, Fine Grade....\$                                    | 18.51    |         |
| Motor Grader, Rough.....\$                                        | 14.63    | **      |
| Pavement Marking Machine....\$                                    | 19.17    |         |
| Reclaimer/Pulverizer.....\$                                       | 12.88    | **      |

Roller, Asphalt.....\$ 12.78 \*\*  
 Roller, Other.....\$ 10.50 \*\*  
 Scraper.....\$ 12.27 \*\*  
 Spreader Box.....\$ 14.04 \*\*  
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 \*\*

#### Steel Worker

Reinforcing.....\$ 14.00 \*\*  
 Structural.....\$ 19.29

#### TRAFFIC SIGNALIZATION:

##### Traffic Signal Installation

Traffic Signal/Light Pole  
 Worker.....\$ 16.00 \*\*

#### TRUCK DRIVER

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

WELDER.....\$ 15.97 \*\*

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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)).

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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.

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#### 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](mailto: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](mailto: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](mailto: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"

## EXHIBIT D

### OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS FOR CONSTRUCTION

- ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
- DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL  
CERTIFICATION
- RESIDENT BIDDER CERTIFICATION
- NON-COLLUSION AFFIDAVIT
- SECTION SM – SEPARATION OF MATERIALS FORM

## ATTACHMENT G: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

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Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of Bastrop is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of Bastrop has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of Bastrop also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

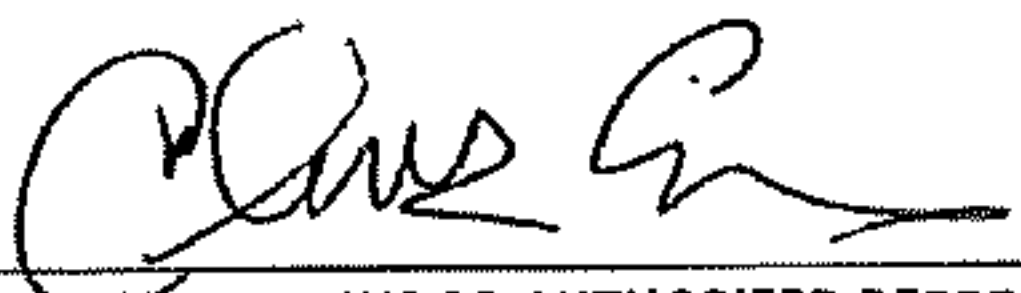
I further acknowledge that it is a breach of ethics for any employee of City of Bastrop or a vendor doing business with the City of Bastrop to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of Bastrop procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of Bastrop, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of Bastrop.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of Bastrop as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of Bastrop and agree to comply with them in all business dealings with the City of Bastrop.

  
SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

Chuck Emerson, President  
PRINTED NAME, TITLE

Emerson Construction Co Inc  
COMPANY

May 28, 2025  
DATE

**ATTACHMENT J: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION**  
*(To be submitted with each bid or offer exceeding \$100,000)*

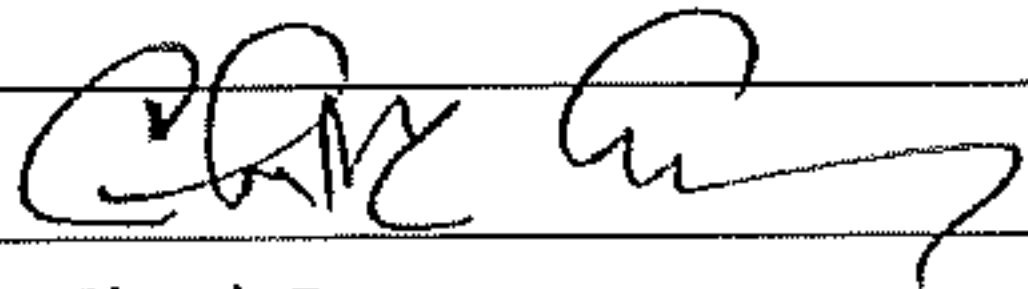
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The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) 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.
- (b) 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Emerson Construction Co Inc (insert business name), 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. § 3801 et seq., apply to this certification and disclosure, if any.

|                           |                                                                                      |
|---------------------------|--------------------------------------------------------------------------------------|
| SIGNATURE                 |  |
| NAME OF AUTHORIZED AGENT  | Chuck Emerson                                                                        |
| TITLE OF AUTHORIZED AGENT | President                                                                            |
| DATE                      | May 28, 2025                                                                         |

## ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

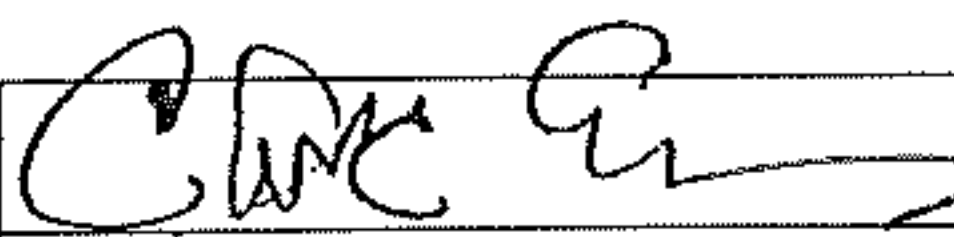
I certify that Emerson Construction Co Inc (Company Name) is a

☒ Resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code,

OR

☐ Nonresident bidder as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at \_\_\_\_\_ (City and State).

**Note:** If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.

|                           |                                                                                      |
|---------------------------|--------------------------------------------------------------------------------------|
| SIGNATURE                 |  |
| NAME OF AUTHORIZED AGENT  | Chuck Emerson                                                                        |
| TITLE OF AUTHORIZED AGENT | President                                                                            |
| DATE                      | May 28, 2025                                                                         |

ATTACHMENT L: NON-COLLUSION AFFIDAVIT

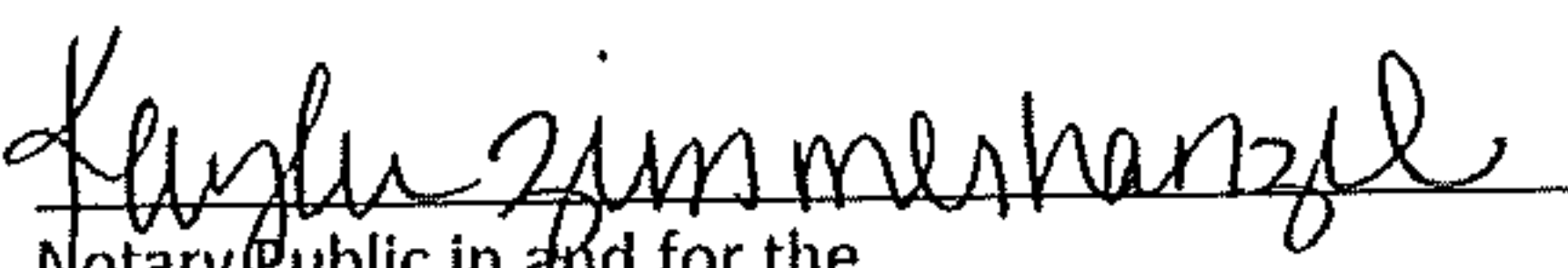
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS           §  
                                      §  
COUNTY OF TX           §

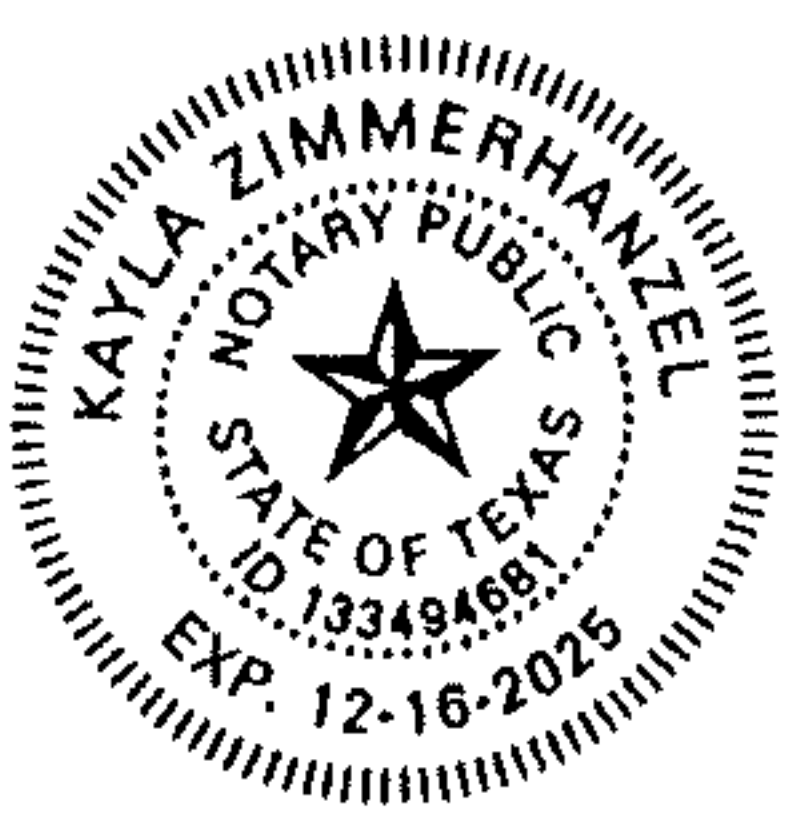
By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:   
Printed Name: Chuck Emerson  
Title: President  
Company: Emerson Construction Co Inc  
Date: May 28, 2025

SUBSCRIBED and sworn to before me the undersigned authority by Chuck Emerson on the 28th day of May, 2025 on behalf of said bidder.

  
Notary Public in and for the  
State of Texas

My commission expires: 12/16/2025



## SECTION SM – SEPARATION OF MATERIALS FORM

The successful bidder shall prepare an itemized list of materials including their prices to the Owner which are to be incorporated into the project and/or furnished to the Owner uninstalled. Consumable materials including motor fuel are to be excluded from this list.

This is a list of materials which, for sales tax purposes, are considered sold by the Contractor to the Owner, who is an entity which is exempt from sales tax. Such materials are thus exempt from any sales taxes, either on the Contractor's purchase of the materials for installation within the scope of the project, or on his resale to the Owner.

The level of detail in this breakdown is at the discretion of the Contractor, with the understanding that the Contractor is responsible for furnishing the required documentation to the Texas State Comptroller. Major material purchases should be included in the list to ensure their tax exempt status.

Material quantities in this breakdown should be limited to the amounts reasonably necessary for completion of the project. Excess materials which are used on another project may become subject to sales tax if not properly documented.

The Contractor's material prices to the Owner must be no less than his purchase price and may include transportation and handling costs plus a reasonable amount for overhead and profit.

The total material price in the required breakdown must equal the total material price listed below. The breakdown must be mathematically correct before it will be approved by the Engineer and incorporated into the contract documents as sales tax exempt.

The material price breakdown shall be submitted with this form before execution of the contract documents. Otherwise, the Contractor may risk losing their sales tax exemption for this project.

- |                                                                                                                                                                                                                 |                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. TOTAL CONTRACT AMOUNT<br>(As Awarded)                                                                                                                                                                        | \$ <u>2,405,079.00</u> |
| 2. SALES TAX EXEMPT MATERIALS<br>(All materials which are (a) furnished by<br>The Contractor and incorporated into the<br>Completed project, or (b) furnished<br>uninstalled by the Contractor to the<br>Owner) | \$ <u>450,000</u>      |
| 3. OTHER COSTS<br>(Including installation and consumable<br>materials)                                                                                                                                          | \$ <u>1,955,079</u>    |

### NOTES:

1. Line 1 = contract price as awarded
2. Line 2 + Line 3 must equal Line 1
3. Line 2 must not be less than the Contractor's anticipated invoice price for all sales tax exempt materials.

# EXHIBIT E

## INSURANCE CERTIFICATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                    |  |                                                                                                                                                         |               |
|------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Acrisure Texas Risk Advisors & Insurance Services, LLC<br>5057 Keller Springs Rd. Suite 200<br>Addison TX 75001 |  | <b>CONTACT NAME:</b> Monica Veazey<br><b>PHONE (A/C, No, Ext):</b> 254-679-5247<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> MVeazey@acrisure.com |               |
| <b>INSURED</b><br>Emerson Construction Company, Inc.<br>4502 Twin City Blvd.<br>Temple TX 76502-1888                               |  | <b>EMERCON-03</b>                                                                                                                                       |               |
|                                                                                                                                    |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                    | <b>NAIC #</b> |
|                                                                                                                                    |  | INSURER A: The Phoenix Insurance Company                                                                                                                | 25623         |
|                                                                                                                                    |  | INSURER B: The Charter Oak Fire Insurance Company                                                                                                       | 25615         |
|                                                                                                                                    |  | INSURER C: Travelers Property Casualty Company of America                                                                                               | 25674         |
|                                                                                                                                    |  | INSURER D: Texas Mutual Insurance Company                                                                                                               | 22945         |
|                                                                                                                                    |  | INSURER E: Allied World Assurance Company (U.S.) Inc.                                                                                                   | 19489         |
|                                                                                                                                    |  | INSURER F: The Continental Insurance Company Of New Jersey                                                                                              | 42625         |

**COVERAGES** **CERTIFICATE NUMBER: 1566460182** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | DT-CO-3S547285-PHX-24 | 6/30/2024               | 6/30/2025               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY    |           |          | 810-3S513706-24-26-G  | 6/30/2024               | 6/30/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                          |           |          | CUP-2S315901-24-NF    | 6/30/2024               | 6/30/2025               | EACH OCCURRENCE \$ 11,000,000<br>AGGREGATE \$ 11,000,000<br>\$                                                                                                                                                                                 |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br>N  | N/A      | 0001096810            | 6/30/2024               | 6/30/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| E        | Professional/Pollution Liability                                                                                                                                                                                                                                                                                   |           |          | 0308-4689             | 6/30/2024               | 6/30/2025               | Per Claim/Aggregate 5,000,000                                                                                                                                                                                                                  |
| F        | Excess Liability                                                                                                                                                                                                                                                                                                   |           |          | FFX 7039738094        | 6/30/2024               | 6/30/2025               | Each Occurrence/Aggre 10,000,000                                                                                                                                                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured endorsement for General Liability, Auto Liability & Umbrella Liability attached.  
Waiver of Subrogation endorsement for General Liability, Auto Liability, Umbrella Liability and Workers' Compensation attached.  
30 Day Notice of Cancellation endorsement for General Liability, Auto Liability, Umbrella Liability and Workers' Compensation attached.  
Primary & Non-Contributory endorsement for General Liability, Auto Liability, & Umbrella Liability attached.

## CERTIFICATE HOLDER

## CANCELLATION

FOR BIDDING PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## EXHIBIT F

### BID, PERFORMANCE, AND PAYMENT BONDS



ACRISURE®

May 28, 2025

City of Bastrop  
1311 Chestnut Street  
Bastrop, TX 78602

Re: Emerson Construction Company, Inc.  
Bond confirmation letter

Project: WWTP No. 1 and No.2  
Rehabilitation, 2025

Estimate: \$2,500,000

To Whom It May Concern:

( ) We are providing this information at the request of Emerson Construction Company, Inc.

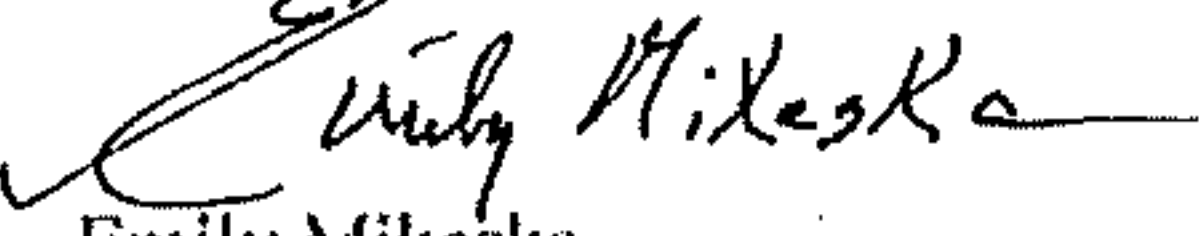
CNA Surety has been providing surety bonds for Emerson Construction Company, Inc. since 1991. Emerson Construction Company has completed a contract in excess of \$40,000,000 and has had backlogs in the \$75,000,000 range. We understand Emerson Construction Company, Inc. is about to submit a proposal for the above referenced project. They are a valued client and have demonstrated the ability to perform contract work in a very professional and timely manner.

If a contract for this project is awarded to Emerson Construction Company, we would favorably consider the issuance of the required performance and payments bonds subject to our satisfaction of the contract documents and Emerson Construction Company, Inc. continuing to satisfy other underwriting considerations.

Any arrangements for bonds required by the contract is a matter between Emerson Construction Company, Inc. and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Please feel free to contact me if you need any additional information at 254-899-8681.

Sincerely,

( )   
Emily Mikeska  
Senior Surety Executive

Acrisure Texas Risk Advisors & Insurance Services, LLC  
Acrisure - South Region  
5057 Keller Springs Rd, Ste 200; Addison, TX 75001

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Emerson Construction Company, Inc.  
4502 Twin City Blvd  
Temple, TX 76502

SURETY (Name, legal status and principal place of business):

Continental Casualty Company  
151 N. Franklin St.  
Chicago, IL 60606

OWNER (Name, legal status and address):

City of Bastrop  
1311 Chestnut St.  
Bastrop, TX 78602

Bond Amount: Five Percent of the Greatest Amount Bid by Principal (5% GABP)

PROJECT: (Name, location or address, and Project number, if any):

City of Bastrop WWTP No. 1 and No. 2 Rehabilitation; 2025; WWW-2025-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond ninety (90) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of May, 2025

(Witness)

(Seal)

(Witness)

Connie Williamson

(Seal)

Emerson Construction Company, Inc.

(Principal)

(Seal)

(Name & Title): Charles E. Emerson, President

Continental Casualty Company

(Surety)

(Name & Title): Emily Allison Mikeska, Attorney-in-Fact

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Ana Owens, Andrew Gareth Addison, Elizabeth Ortiz, Bryan Kelly Moore, Kimberly Rochelle Gonzalez, Mark Robert Adams, Sheri Renee Allen, Teresa Ayala, Brian Paul Bordlee, Patrick Thomas Coyle, Andrea Rose Crawford, Colin E Conly, Kelli A Gorham, Peggy Gradel Hogan, Crystal Gall Langhorn, Ross Rudolph Laris, Steven Wayne Lewis, Debra Lee Moon, Sandra Lee Roney, Troy Russell Key, Thomas Douglas Moore, Allyson W Dean, Faith Ann Hilly, Cory Klper, Emily Allison Mikeska, Monica Ruby Veazey, John R Ward, Steven Wayne Lewis, Ross Rudolph Laris, Brian Paul Bordlee, Individually

of Addison, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 30th day of April, 2025.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

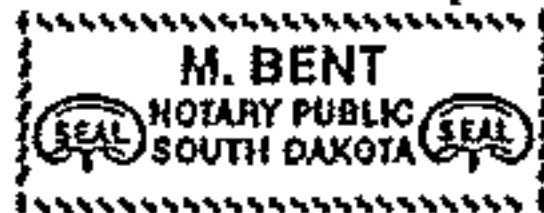
  
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of April, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



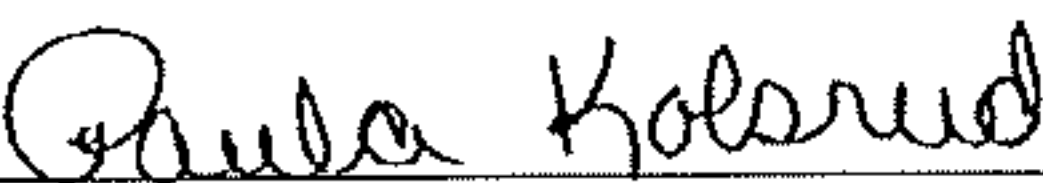
  
M. Bent Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of May, 2025



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
Paula Kolsrud Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)**

**NON-DEBARMENT CERTIFICATION FORM**

**COMPANY/ENTITY LEGAL NAME:** Emerson Construction Co Inc

**STREET ADDRESS:** 4502 Twin City Blvd

**CITY:** Temple

**STATE:** TX

**ZIP:** 76502

**CONTACT NAME:** Chuck Emerson

**CONTACT EMAIL:** cemerson@eccinc.com

**CONTACT PHONE:** 254-939-1863

**\*UEI #**

DEKMBJBCJER5

**\*\*TIN #**

\*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. \*\*Beneficiary Entities are required to have UEI and/or TIN.

**APPLICABLE REGULATIONS:** As stated in the ARPA/SLFRF Terms & Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: [www.sam.gov](http://www.sam.gov)

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."

**[INITIAL]**

**CERTIFICATION & SIGNATURE**

*CE*

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

*CE*

We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**SIGNATURE**

Chuck Emerson, President

May 28, 2025

**PRINTED NAME & TITLE**

**DATE**

**FOR DEPARTMENT USE ONLY**

SAM Debarment/Certification Record of Clearance

Yes [ ] No [ ]

Note:

State of Texas Debarred Vendor List Cleared

Yes [ ] No [ ]

Note:

Verified By:

Yes [ ] No [ ]

Date:

Figure: 28 TAC §1.601(a)(3)

### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**TEXAS STATUTORY PAYMENT BOND**  
**(Public Works)**

Bond No. 30203767

KNOW ALL MEN BY THESE PRESENTS:

**THAT**, Emerson Construction Company, Inc., 4502 Twin City Blvd, Temple, TX 76502

\_\_\_\_\_ (hereinafter called the Principal), as principal, and  
Continental Casualty Company,

a corporation organized and existing under the laws of the State of Illinois, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Bastrop, 1311 Chestnut Street, Bastrop, TX 78602

(hereinafter called the Obligee), in the amount of Two Million Four Hundred Five Thousand Seventy-nine & 00/100 Dollars (\$ 2,405,079.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain contract with the Obligee, dated the 5<sup>th</sup> day of August, 2025, for City of Bastrop WWTP No. 1 and No. 2 Rehabilitation; 2025; WWW-2025-01

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

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

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

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this 5<sup>th</sup> day of August, 2025.

Witness:

\_\_\_\_\_  
(if Individual or Firm)

Attest:

Thondobhepa  
Secretary  
(if Corporation)

\_\_\_\_\_  
(Seal)

Emerson Construction Company, Inc., 4502 Twin City Blvd, (Seal)

By: Charles E. Emerson (Seal)

Charles E. Emerson, President Principal

Continental Casualty Company (Seal)

By: Emily Allison Mikeska Surety

Emily Allison Mikeska Attorney-in-Fact

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Ana Owens, Andrew Gareth Addison, Elizabeth Ortiz, Kimberly Rochelle Gonzalez, Mark Robert Adams, Sheri Renee Allen, Teresa Ayala, Brian Paul Bordlee, Patrick Thomas Coyle, Andrea Rose Crawford, Colin E Conly, Kelli A Gorham, Peggy Gradel Hogan, Crystal Gail Langhorn, Ross Rudolph Laris, Steven Wayne Lewis, Debra Lee Moon, Sandra Lee Roney, Troy Russell Key, Thomas Douglas Moore, Allyson W Dean, Faith Ann Hilty, Cory Kiper, Emily Allison Mikeska, John R Ward, Steven Wayne Lewis, Brian Paul Bordlee, Alyssa J Lopez, Andre Patrick Clark, Howard Cowan Individually

of Addison, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature- **In Unlimited Amounts** -

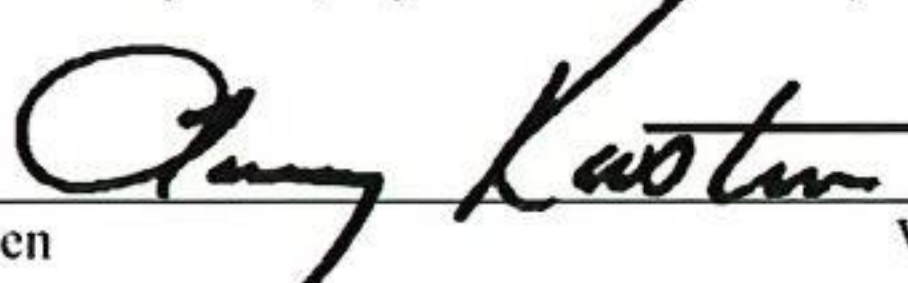
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of June, 2025.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

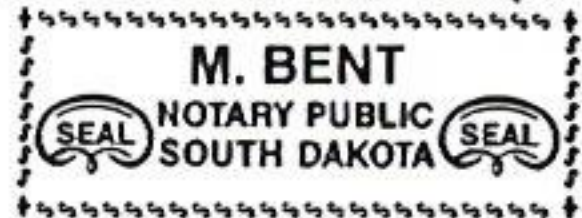
  
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of June, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



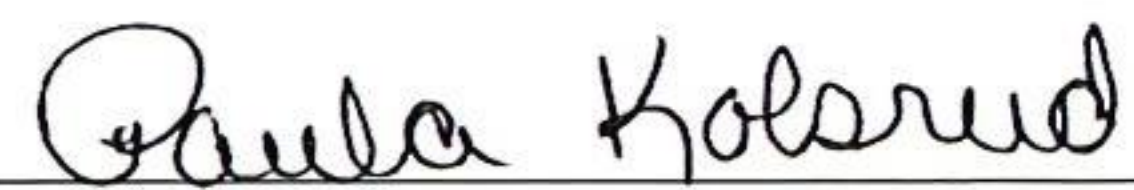
  
M. Bent Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5<sup>th</sup> day of August, 2025



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
Paula Kolsrud Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**State of Texas**

**Claim Notice Endorsement**

To be attached to and form a part of Bond No. 30203767.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety**  
**151 North Franklin, 17th Floor**  
**Chicago, IL 60606**

**Telephone: 1-877-672-6115**

**1 IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**TEXAS STATUTORY PERFORMANCE BOND**  
**(Public Works)**

Bond No. 30203767

KNOW ALL MEN BY THESE PRESENTS:

**THAT**, Emerson Construction Company, Inc., 4502 Twin City Blvd, Temple, TX 76502

(hereinafter called the Principal), as principal, and  
Continental Casualty Company, 151 N. Franklin Street, Chicago, IL 60606,

a corporation organized and existing under the laws of the State of Illinois, licensed to do  
business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held  
and firmly bound unto City of Bastrop, 1311 Chestnut Street, Bastrop, TX 78602

(hereinafter called the Obligee), in the amount of Two Million Four Hundred Five Thousand Seventy-nine & 00/100  
Dollars (\$ 2,405,079.00 ) for the payment whereof, the said Principal and Surety bind themselves, and their  
heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain contract with the Obligee, dated the 5<sup>th</sup> day of  
August, 2025, for City of Bastrop WWTP No. 1 and No. 2 Rehabilitation; 2025; WWW-2025-01

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

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, That if the said Principal  
shall faithfully perform the work in accordance with the plans, specifications and contract documents, then, this  
obligation shall be null and void; otherwise to remain in full force and effect;

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

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this  
5<sup>th</sup> day of August, 2025.

Witness:

N/A

(if Individual or Firm)

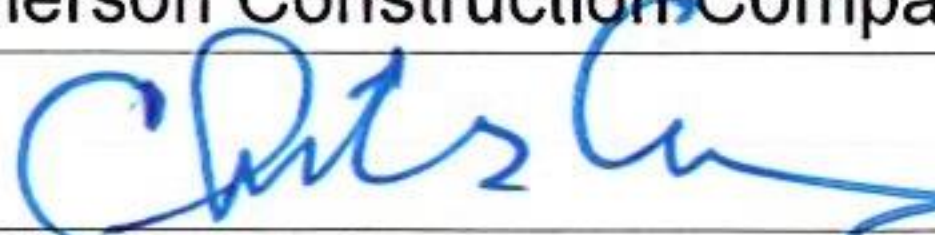
Attest:

  
Secretary

(if Corporation)

N/A

Emerson Construction Company, Inc.

By: 

Charles E. Emerson, President

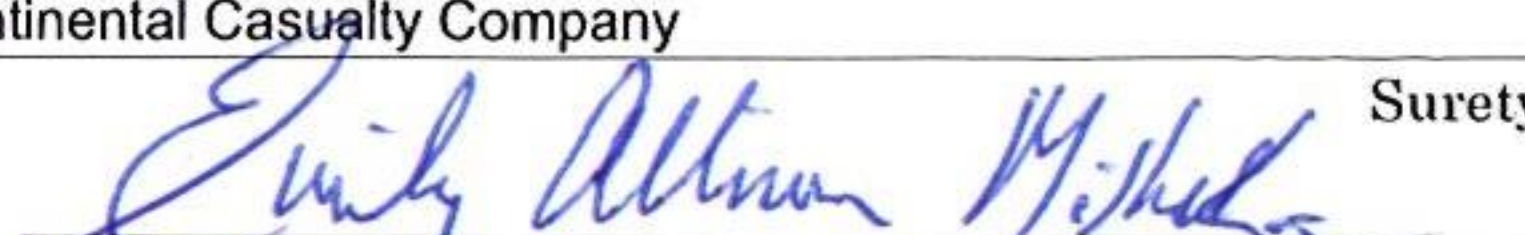
Principal

(Seal)

Continental Casualty Company

Surety

(Seal)

By: 

Emily Allison Mikeska Attorney-in-Fact

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Ana Owens, Andrew Gareth Addison, Elizabeth Ortiz, Kimberly Rochelle Gonzalez, Mark Robert Adams, Sheri Renee Allen, Teresa Ayala, Brian Paul Bordlee, Patrick Thomas Coyle, Andrea Rose Crawford, Colin E Conly, Kelli A Gorham, Peggy Gradel Hogan, Crystal Gail Langhorn, Ross Rudolph Laris, Steven Wayne Lewis, Debra Lee Moon, Sandra Lee Roney, Troy Russell Key, Thomas Douglas Moore, Allyson W Dean, Faith Ann Hilty, Cory Kiper, Emily Allison Mikeska, John R Ward, Steven Wayne Lewis, Brian Paul Bordlee, Alyssa J Lopez, Andre Patrick Clark, Howard Cowan Individually

of Addison, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature- **In Unlimited Amounts -**

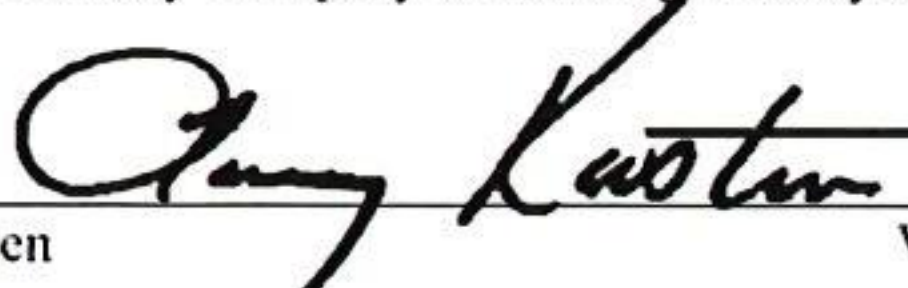
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of June, 2025.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

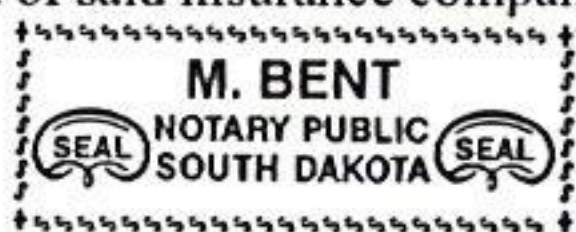
  
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of June, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



  
M. Bent Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5<sup>th</sup> day of August, 2025



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
Paula Kolsrud Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**State of Texas**

**Claim Notice Endorsement**

To be attached to and form a part of Bond No. 30203767.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety**  
**151 North Franklin, 17th Floor**  
**Chicago, IL 60606**

**Telephone: 1-877-672-6115**

Figure: 28 TAC §1.601(a)(3)

## 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety

151 North Franklin, 17th Floor

Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety

151 North Franklin, 17th Floor

Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## DISPUTAS SOBRE PRIMAS O RECLAMOS:

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## EXHIBIT G

### ELIGIBILITY VERIFICATION (SAM.GOV)

**EMERSON CONSTRUCTION COMPANY, INC.**

|                                                                                      |                                                                                     |                                       |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------|
| Unique Entity ID<br>DEKMBJBCJER5                                                     | CAGE / NCAGE<br>0F516                                                               | Purpose of Registration<br>All Awards |
| Registration Status<br>Active Registration                                           | Expiration Date<br>Oct 10, 2025                                                     |                                       |
| Physical Address<br>4502 Twin City BLVD<br>Temple, Texas 76502-5814<br>United States | Mailing Address<br>4502 Twin City BLVD<br>Temple, Texas 76502-5814<br>United States |                                       |

**Business Information**

|                                    |                                                           |                            |
|------------------------------------|-----------------------------------------------------------|----------------------------|
| Doing Business as<br>(blank)       | Division Name<br>(blank)                                  | Division Number<br>(blank) |
| Congressional District<br>Texas 31 | State / Country of Incorporation<br>Texas / United States | URL<br>www.ecclnc.com      |

**Registration Dates**

|                                 |                                 |                                           |
|---------------------------------|---------------------------------|-------------------------------------------|
| Activation Date<br>Oct 14, 2024 | Submission Date<br>Oct 10, 2024 | Initial Registration Date<br>Apr 19, 2002 |
|---------------------------------|---------------------------------|-------------------------------------------|

**Entity Dates**

|                                  |                                      |
|----------------------------------|--------------------------------------|
| Entity Start Date<br>Oct 4, 1979 | Fiscal Year End Close Date<br>Dec 31 |
|----------------------------------|--------------------------------------|

**Immediate Owner**

|                 |                                |
|-----------------|--------------------------------|
| CAGE<br>(blank) | Legal Business Name<br>(blank) |
|-----------------|--------------------------------|

**Highest Level Owner**

|                 |                                |
|-----------------|--------------------------------|
| CAGE<br>(blank) | Legal Business Name<br>(blank) |
|-----------------|--------------------------------|

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

**Exclusion Summary****Active Exclusions Records?**

No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Entity Types****Business Types**

|                                                       |                                         |                                 |
|-------------------------------------------------------|-----------------------------------------|---------------------------------|
| Entity Structure<br>Corporate Entity (Not Tax Exempt) | Entity Type<br>Business or Organization | Organization Factors<br>(blank) |
| Profit Structure<br>For Profit Organization           |                                         |                                 |

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
No

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
0F516

**Points of Contact****Electronic Business**

Robert Stewart

4502 Twin City BLVD  
Temple, Texas 76502  
United States

Robert Stewart

4502 Twin City BLVD  
Temple, Texas 76502  
United States

**Government Business**

Charles Emerson

4502 Twin City BLVD  
Temple, Texas 76502  
United States

Henry Kelly

4502 Twin City BLVD  
Temple, Texas 76502  
United States

**Past Performance**

Denice L Allison

4502 Twin City BLVD  
Temple, Texas 76502  
United States

Henry Kelly

4502 Twin City BLVD  
Temple, Texas 76502  
United States

**Service Classifications****NAICS Codes**

Primary  
Yes

NAICS Codes  
236220  
236210  
237110  
237310  
237990

NAICS Title  
Commercial And Institutional Building Construction  
Industrial Building Construction  
Water And Sewer Line And Related Structures Construction  
Highway, Street, And Bridge Construction  
Other Heavy And Civil Engineering Construction

**Product and Service Codes**

PSC

PSC Prime Contractor for wastewater plant rehabilitation

Y1AA

Construction Of Office Buildings

Y1AB

Construction Of Conference Space And Facilities

Y1AZ

Construction Of Other Administrative Facilities And Service Buildings

Y1BD

Construction Of Airport Runways And Taxiways

Y1BE

Construction Of Airport Terminals

Y1BZ

Construction Of Other Airfield Structures

Y1CA

Construction Of Schools

Y1C7

Construction Of Other Educational Buildings

|      |                                                                 |
|------|-----------------------------------------------------------------|
| Y1EA | Construction Of Ammunition Facilities                           |
| Y1EB | Construction Of Maintenance Buildings                           |
| Y1EZ | Construction Of Other Industrial Buildings                      |
| Y1FC | Construction Of Troop Housing Facilities                        |
| Y1FD | Construction Of Dining Facilities                               |
| Y1GZ | Construction Of Other Warehouse Buildings                       |
| Y1LB | Construction Of Highways, Roads, Streets, Bridges, And Railways |
| Y1LZ | Construction Of Parking Facilities                              |
| Y1ND | Construction Of Sewage And Waste Facilities                     |
| Y1NZ | Construction Of Other Utilities                                 |

#### Disaster Response

This entity does not appear in the disaster response registry.

# EXHIBIT H

## CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2025-1323202

Date Filed:  
06/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Emerson Construction Company, Inc  
Temple, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bastrop, Texas

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.

WWW-2025-01

City of Bastrop WWTP No. 1 and No. 2 Rehabilitation, 2025

| 4 | Name of Interested Party                          | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|---------------------------------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                                                   |                                          | Controlling                              | Intermediary |
|   | Emerson Construction Company, Inc. Employee Stock | Temple, TX United States                 | X                                        |              |
|   | Emerson, Charles                                  | Temple, TX United States                 | X                                        |              |
|   | Kelly, Henry                                      | Kosse, TX United States                  | X                                        |              |
|   | Landeros, Kayla                                   | Temple, TX United States                 | X                                        |              |
|   | Allison, Denice                                   | Temple, TX United States                 | X                                        |              |
|   | Nebgen, Rhonda-Maria                              | Temple, TX United States                 | X                                        |              |
|   | Henry, George                                     | Temple, TX United States                 | X                                        |              |
|   |                                                   |                                          |                                          |              |
|   |                                                   |                                          |                                          |              |

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Denice Allison, and my date of birth is March 11, 1980.

My address is 7705 Terra Cotta, Temple, TX, 76502, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 11 day of June, 2025.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)