ADDENDUM NO. 2
June 17, 2026

Bastrop County Development Services Office Building

200 Jackson Street
Bastrop, Texas 78602

Proposal No. 26BCP03A

This Addendum consists of narrative in 6 Parts and attachments:

Part 1 Questions and Answers
Part 2 Changes to Drawings -2 revised drawing sheets
Part 3 Specification – 1 added section; 1 revised section
Part 4 New Bid Sheet
Part 5 Bastrop County example contract
Part 6 Due Date Change

PART 1 – QUESTIONS and ANSWERS

1. **Question 1** In specification section 13 34 19.1.8.A references specification section 07 42 13, however this specification section was not included in the September 12, 2025, project manual. Can you please clarify if this specification section will be issued and when to the public.

   Answer: Spec Section 07 41 13.16 being issued in this Addendum.

2. **Question 2** Please clarify if there are any section 3 requirements or goals. There are references to section 3 hiring/subcontracting but no stated minimum qualifications.

   Answer: **Bastrop County request that contractors provide a plan/statement stating that the Contractor will give a best faith effort to provide employment or training to low/moderate income individuals if awarded a contract for this project.**

3. **Question 3** Please clarify if there are any domestic procurement requirements. There are references to domestic procurement requirements but the specific requirements are unclear.

   Answer: This project is fully funded through local funds and therefore Bastrop County has NO requirements for "Domestic Procurement".

4. **Question 4** Are there any binding requirements for the physical proposal? Is a three ring binder acceptable?

   Answer: There are no binding requirements for the submitted proposals.

5. **Question 5** Can we recreate the Statement of Bidder's Qualification form in our response or shall we type onto the PDF and attach supplemental information at rear?

   Answer: Contractor can provide responses in any format they choose. You DO NOT have to type on the provided PDF.

6. **Question 6** Do you want an org chart and can it be 11x17 horizontal or does it need to be 8.5x11 portrait orientation?

   Answer: An organizational chart can be provided on 11x17.

7. **Question 7** Do you want to see staff resumes – if so, would that go under Qualifications & Experience?

   Answer: Yes, please provide proposed project staff resumes and you should include them under "Proposer Qualifications & Experience".

8. **Question 8** Do you want to see project examples in Qualifications or in the Past Performance section?

   Answer: Contractor should list previous projects similar in nature under "Proposer Qualifications & Experience" and Contractor will list previous projects, showing ability to maintain project schedule and cost, for any type of project.

9. **Question 9** Do we have to have an active SAM.gov account?

   Answer: It is not required to have an active SAM.gov account, however Contractor shall not be listed on the SAM.gov list of debarred contractors.

10. **Question 10** Is this a federally funded project with CDBG?

    Answer: NO

11. **Question 11** Please clarify responsibility for furnishing and installation of the following systems: Structured cabling system, AV systems, CCTV/surveillance system, and Access control system

    Answer: Division 27 and Division 28 will be owner furnished/owner installed. Electrical Drawings identify locations of Division 27 and Division 28 devices

so that base project includes installation of empty boxes and conduits with pull strings for all future devices to be installed by owner vendor.

12. **Question 12** Please also confirm whether Division 27 and Division 28 specifications will be issued by addendum, or if these systems are intended to be Owner-furnished/Owner-installed with contractor-provided rough-in only.

    Answer: Division 27 and Division 28 will be owner furnished/owner installed. Electrical Drawings identify locations of Division 27 and Division 28 devices so that base project includes installation of empty boxes and conduits with pull strings for all future devices to be installed by owner vendor.

13. **Question 13** The plans contain a handful of duplicate sheets that appear to be from an older set. Please confirm the following outdated sheets are to be excluded from pricing, and in all instances we are to use the most current dated sheets provided.:
    - A6.00 (100% SD Set, Dated 2025/04/25)
    - A7.20 (25% SD Set, Dated 2025/03/19)
    - A7.21 (25% SD Set, Dated 2025/03/19)
    - A9.00 (100% SD Set, Dated 2025/04/25)
    - A1.10 (Dated 2013/06/07)

    Answer: The sheets referenced above are all architectural sheets included in the civil drawing set used for Site Development Permit and, as such, were for permitting process only. In all cases use, the architectural drawings in the architectural set and not the civil drawing set.

14. **Question 14** Please clarify the contract type and/or provide a copy for this project.

    Answer: Bastrop County uses an internally developed contract that has been approved by Bastrop County legal counsel. An example of the contract is included in this addendum (see Part 5).

15. **Question 15** Please clarify locations of the Wall Protection and Corner Guards referenced in spec 10 26 00.
    Answer: Revised A2.01 being issued in this addendum with added keynote for corner guard locations.

16. **Question 16** Please clarify location of fencing, detailed on 3/S1.2.

    Answer: This detail is not needed for any fencing. This detail can be used for the exterior guardrail at the exterior stair.

17. **Question 17** The Materials & Finish Schedule, on A0.20, calls for Alternate 1 for Thin Brick in lieu of Stucco (BR-2), but there is no place for alternate pricing on the Bid Form. Please clarify if this alternate is to be priced.

Answer: Line item added into revised Bid Form issued with this addendum.

18. **Question 18** Please provide detail for 10/A0.40.

    Answer: See details 2-6 on sheet A0.40.

19. **Question 19** Keynote 8.13 on A3.01 calls for an aluminum rolling counter shutter (MS-1). Please clarify if structural steel supports are required for the installation of this shutter and provide a detail clarifying, if required.

    Answer: Assume shutter can frame into stud walls the define each transaction counter.

20. **Question 20** Please clarify the contract type and/or provide a copy for this project.

    Answer: See Question 14 above.

21. **Question 21**Detail 3/A5.01 references structural drawings. Please provide structural drawings for pricing.

    Answer: Structural Drawings issued as Addendum #1

22. **Question 22** Please confirm all downspouts are sheet draining, in lieu of downspout connection detail 2/Civil 22.

    Answer: Downspouts are connected to underground infrastructure, not sheet draining.

23. **Question 23** Detail 1/A7.21 shows insulation running above the ceiling between the ceiling and plenum space. Please clarify location(s) where batt insulation is to be placed above the ceilings.

    Answer: Walls with Door 100 to terminate just above ceiling and insulation; ceiling to have insulation as shown on 1/A7.21.

24. **Question 24** Please provide structural details for mechanical equipment concrete pad, ref. 2/M1.01.

    Answer: See detail 11/S4.01

25. **Question 25** Please provide waterproofing details for mechanical wall penetrations, for equipment shown in detail 2/M1.01.

    Answer: New detail 20/A5.01 being issued with this addendum for this condition.

26. **Question 26** Confirm Knox Box Caps are required on the FDC connections.

    Answer: Confirmed.

27. **Question 27** Spec 05 40 00 - Cold-Formed Metal Framing calls for deflection of L/600 with a minimum of 16 gauge CFMF, this is fairly high for the location. Please advise if L/360 would be considered in lieu of L/600. (Ref. note 16/A0.10)

    Answer: L/600 is the deflection limit for masonry to prevent cracking. 18 Ga studs may be used if calculations confirm they are adequate for both strength and deflection requirement of L/600.

28. **Question 28** Spec 09 24 00 - Cement Plastering calls for 100SF mockup. Please confirm there are no stand alone mockups, and that any/all mockups are to remain as part of the scope of work upon approval.

    Answer: No freestanding mock-up; can remain as work-in-place.

29. **Question 29** The Products Section for spec 09 51 13 - Acoustical Panel Ceilings is crossed out. Please confirm equal/alternate products will be acceptable for ACT-1, ACT-2, and ACT-3, to those listed on the Materials and Finish Schedule (A0.20).
    Answer: Updated 09 51 13 being issued with this addendum for remove strikethrough. Product listed on A0.20 are basis of design; equal/alternate products acceptable.

30. **Question 30** Please confirm how many copies of the proposal are to be submitted. On page 7, Section 5 A (Proposal Submittal Requirements) suggests 1 original proposal, while Section 5 B (Submittal Deadline) suggests multiple “hard copies”. Additionally, please clarify if any digital copies need to be provided.

    Answer: Bastrop County only requires one (1) copy of the signed proposal. Contractor may provide a digital copy, but this is not required.

31. **Question 31** The Pre-Proposal Meeting included discussion about a revised Bid Sheet. Will an updated sheet be provided?

    Answer: New Bid Form being issued in this Addendum #2.

32. **Question 32** Will Fireproofing be a required scope?

    Answer: NO (other than the fire sprinkler system).

33. **Question 33** Please confirm ACT Basis of Design.

    Answer: Drawing sheet A0.20 lists basis of design for the three ACT products.

34. **Question 34** There are no Div27/28 Specs or prints available. Please advise if this will be a required scope.

    Answer: Division 27 and Division 28 will be owner furnished/owner installed. Electrical Drawings identify locations of Division 27 and Division 28 devices so that base project includes installation of empty boxes and conduits with pull strings for all future devices to be installed by owner vendor.

35. **Question 35** Is there a preferred subcontractor/vendor for access control/security?

    Answer: NO. Division 27 and Division 28 will be owner furnished/owner installed. Electrical Drawings identify locations of Division 27 and Division 28 devices so that base project includes installation of empty boxes and conduits with pull strings for all future devices to be installed by owner vendor.

36. **Question 36** There are also notes on the electrical set of a Telecom Provider. Is there a preferred subcontractor/vendor for this scope?

    Answer: NO. Division 27 and Division 28 will be owner furnished/owner installed. Electrical Drawings identify locations of Division 27 and Division 28 devices so that base project includes installation of empty boxes and conduits with pull strings for all future devices to be installed by owner vendor.

37. **Question 37** Will the Aluminum mounted lettering be illuminated? Also, please confirm the material thickness and size of the lettering.

    Answer: The letters will not be illuminated.

38. **Question 38** There is a discrepancy regarding the total number of parking stalls required for this project. The initial General Project Information provided states a total of 102 parking stalls (including 5 ADA stalls). However, the Architectural Code Analysis and the Overall Site Plan call out exactly 100 parking stalls (including 5 ADA stalls). Please confirm the correct total number of standard and ADA parking stalls to be striped.

    Answer: Defer To Civil Plans For Parking Layout And Counts

39. **Question 39** Please confirm if there are fire suppression specifications available.

    Answer: No fire suppression specifications available, drawings are performance specification, final fire protection design shall be by the sprinkler contractors engineer of record.

40. **Question 40** Is there a preferred subcontractor/vendor for sprinklers?

    Answer: NO

41. **Question 41** Bid documents do not indicate a need for a dry-system. Please clarify if the roof system has insulation to keep attic space above 40 degrees or if there is a canopy that is requiring a dry-system.

    Answer: Roof system has insulation, no dry system required.

42. **Question 42** Pipe support detail #2 shows the use of clevis hangers and roller style. Sprinkler industry standard is to use swivel hangers for all pipe sizes. Please verify if clevis style is to be used.

    Answer: Swivel hangers are acceptable.

43. **Question 43** Detail #3 shows semi-recessed pendent pipe drop & detail #8 shows concealed pendent pipe drop. Please clarify which style should be proposed and, if both please clarify their locations.

    Answer: The fire protection documents are performance specification drawings, final fire protection design shall be by the sprinkler contractors engineer of record.

44. **Question 44** General note #22 states, Fire suppression drawings shall be signed and sealed by an engineer licensed in the state of New Jersey. Please Clarify if this is a misprint.

    Answer: `Licensed in the state of New Jersey' is a misprint.

45. **Question 45** Per general note #35, is there a list of areas that are in question of freezing. Will the attic space have insulation at the roof deck and/or heat calcs provided to verify space will be maintained above 40 degrees as required per NFPA 13.

    Answer: Roof system has insulation, no dry system required.

46. **Question 46** On G0.00 the drawing log indicates that there are 13 structural sheets but on the Project Cover Sheet the drawing log only shows five structural sheets. Are there structural sheets missing and if so when will the be issued for us to price.

    Answer: Structural drawings were issued as Addenda #1.

PART 2 – CHANGES TO 2 SHEETS OF DRAWINGS

1. **Sheet A2.01 OVERALL FLOOR PLAN – LEVEL 1**, Dated 06.17.26 Addendum 2. Adds keynote for corner guard locations.

2. **Sheet A5.01 PLAN DETAILS – LEVEL 1**, Dated 06.17.26 Addendum 2. Adds detail 20 to show duct penetration thru exterior wall.

PART 3 – MODIFICATIONS TO PROJECT MANUAL (Specifications)

1. **Section 07 40 13.16** , Dated 06.17.26 Addendum 2. Add specification section for Standing Seam Metal Roof Panels.

2. **Section 09 51 13**, Dated 06.17.26 Addendum 2. Modifies section for Acoustic Panel Ceilings.

PART 4 – NEW BID FORM

An updated bid from is being included in this addendum.
Page 1 asks for an overall price to be provided as part of the initial proposal on the due date and time.
Pages 2 and 3 are a more detailed bid form due 24 hours after proposal due date.
Pages 4, 5, and 6 are detailed line items due to the County only by the awarded contractor.

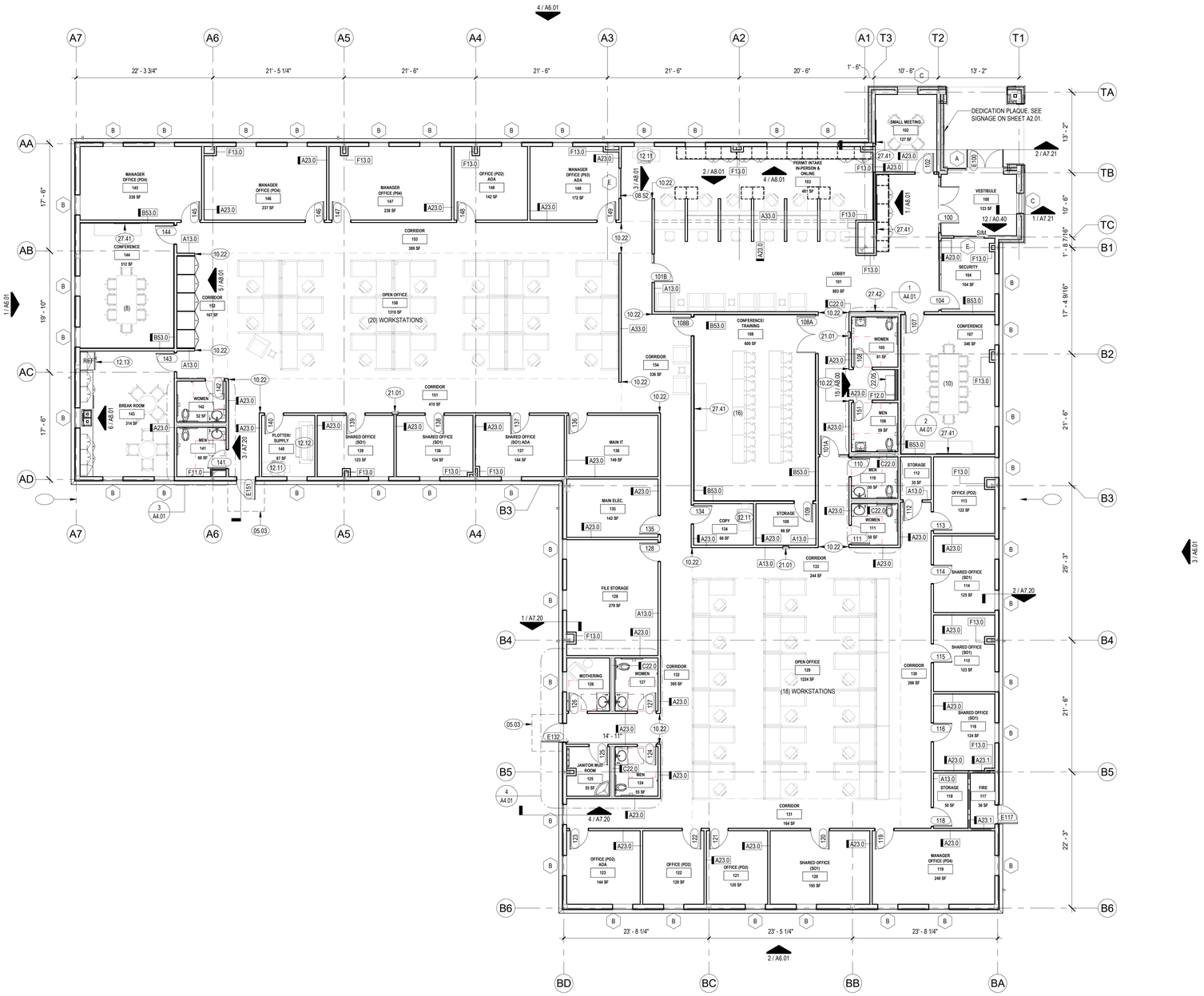
PART 5 – SAMPLE BASTROP COUNTY PROJECT

The County is providing a sample contract with this addendum.

PART 6 – CHANGE OF DUE DATE

This Addendum changes the due date as follows:
Proposal Due Date: 2:00 PM (CST), JULY 8th, 2026

END OF ADDENDUM #2



LEVEL 1 FLOOR PLAN | SCALE : 1/8" = 1'-0" | 1

GENERAL NOTES

1	ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.
2	DO NOT SCALE DIMENSIONS FROM DRAWINGS, ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
3	ALL DIMENSIONS ARE TO FACE OF GYPSUM, GRID LINES AND FACE OF MASONRY INFILL WALL U.N.O. ALL DIMENSIONS TO EXISTING WALLS ARE TO FACE OF WALL ASSEMBLY U.N.O.
4	INTERIOR DOOR FRAMES ARE 4" FROM OUTER EDGE OF FRAME TO ADJACENT PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
5	DIMENSIONS TO DOOR FRAMES ARE TO THE OUTER EDGE OF FRAME
6	CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
7	CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
8	REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.
9	ALL SHAFTS PENETRATING SLAB SHALL BE RATED 2HR.
10	CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T.).
11	PROVIDE IN-WALL REINFOREMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.
12	SEE A0.10 FOR PARTITION TYPES
13	SEE A0.20 FOR FINISH LEGEND/SCHEDULE
14	SEE A0.030 FOR DOOR SCHEDULE
15	SEE A0.040 FOR WINDOW SCHEDULE
16	SEE A3.01 FOR REFLECTED CEILING PLAN

KEYNOTES

05.03	EYEBROW CANOPY BY METALLIC PRODUCTS; PRODUCT: 'PERSONNEL DOOR CANOPY' LENGTH: 6'-0" DEPTH: 8'-0"
08.52	EXTERIOR FACE OF WINDOW TO BE ONE-WAY MIRROR.
10.22	3 1/2" X 3 1/2" X 4'-0" SURFACE MOUNT STAINLESS STEEL CORNER GUARD; SCREW ATTACHED
12.11	COPIER; RE: OWNER
12.12	PLOTTER; RE: OWNER
12.13	REFRIGERATOR; RE: OWNER
21.01	SEMI-RECESSED FIRE EXTINGUISHER CABINET SEE SECTION 3/A8.50
22.05	WATER FOUNTAIN WITH BOTTLE FILLER; RE: MEP
27.41	FLAT PANEL DISPLAY BY OWNER, RE: TECHNOLOGY. PROVIDE TREATED BLOCKING IN WALL.
27.42	WALL MOUNTED KIOSK BY OWNER; RE: TECHNOLOGY. PROVIDE TREATED BLOCKING IN WALL.

SIGNAGE SCOPE

DEDICATION PLAQUE	PROVIDE 24"X36" ALUMINUM DEDICATION PLAQUE WITH ETCHED LETTERS WITH BLACKFILL. SEE SPEC SECTION 10 14 16FL
EXTERIOR ROOM SIGNAGE:	PROVIDE EXTERIOR ROOM PLAQUE SIGNAGE AT FIRE RISER ROOM (ROOM NUMBER: 117)
MONUMENT SIGN	PROVIDE MESSAGE TEXT IN MONUMENT SIGN. SEE 3/A1.11
PERMIT WORKSTATION IDENTIFICATION SIGNAGE	PROVIDE ACRYLIC SIGNAGE TO IDENTIFY 6 PERMIT WORKSTATIONS; SEE KEYNOTE 10.21 ON A8.01.
ROOM SIGNAGE	PROVIDE INTERIOR ADA COMPLIANT ROOM PLAQUE SIGNAGE AT THE FOLLOWING SPACES: RESTROOMS (105,106,110,111,124,127,141,142), MECHANICAL ROOMS (136), ELECTRICAL ROOM (135), CONFERENCE ROOMS (102,107,108,144), JANITOR CLOSET (125), MOTHERING ROOM (126). SEE SPEC SECTION 101400.
TOWER SIGNAGE	PROVIDE EXTERIOR ALUMINUM SURFACE MOUNTED SIGNAGE ON WEST ELEVATION OF ENTRANCE TOWER. SEE 2/A6.10. LETTERS TO BE 16" TALL. COLOR TO BE DETERMINED.
VINYL INTERIOR SIGNAGE	PROVIDE 8" TALL VINYL LETTERS (ISNTALLED ON GYPSUM BOARD) AS FOLLOWS: ABOVE DOOR 149A: 'DEVELOPMENT SERVICES' ABOVE DOOR 116: 'TAX ASSESSOR-COLLECTOR' COLOR AND FONT TO BE DETERMINED

CLIENT

BASTROP COUNTY

804 Pecan Street, Bastrop, TX 78602
T 512-581-7100

ARCHITECT

PGAL, Inc.
3601 S Congress Ave
D100
Austin, TX 78704
T 512 236 1005

www.pgal.com

REGISTRATION

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REGISTERED ARCHITECT JENNIFER L. SNYDER 29845 STATE OF TEXAS

2026/01/29

DRAWING HISTORY

No	DATE	DESCRIPTION
A	2025/02/28	25% SD SET
B	2025/03/19	25% SD SET REVISED
C	2025/04/25	100% SD SET
D	2025/06/27	100% DD SET
E	2025/08/08	90% CD SET
F	2025/09/12	IFP
G	2026/01/30	IFP R1
H	2026/06/17	IFP R2

PROJECT NAME
BASTROP COUNTY DEVELOPMENT SERVICE OFFICE

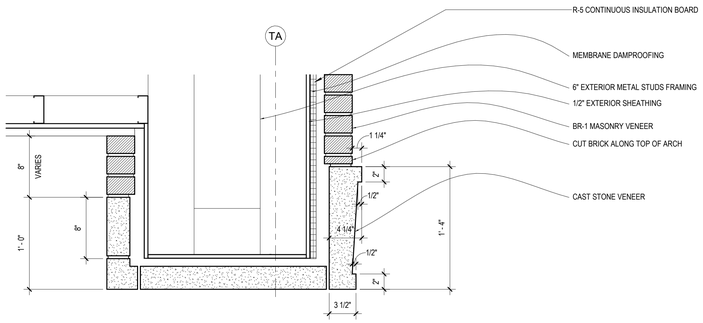
PROJECT LOCATION
203 JACKSON ST, BASTROP, TX 78602

PROJECT NUMBER
1008375

SHEET TITLE
OVERALL FLOOR PLAN - LEVEL 1

SHEET NUMBER
A2.01

FILE NAME: Autodesk Docs://1008375.00 - Bastrop County Dev. Services Office Bldg./1008375.00_BCDS_ARCH.rvt
DATE STAMP: 6/16/2026 3:19:42 PM



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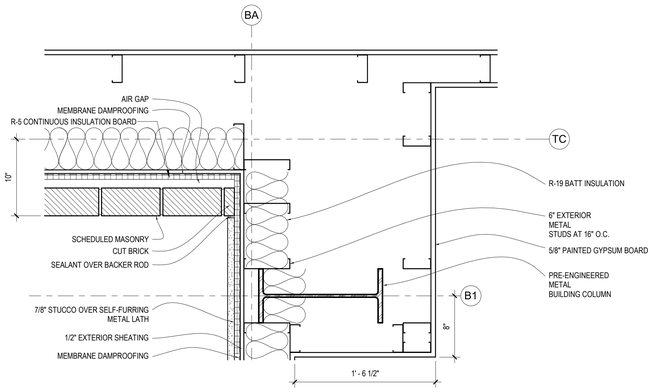

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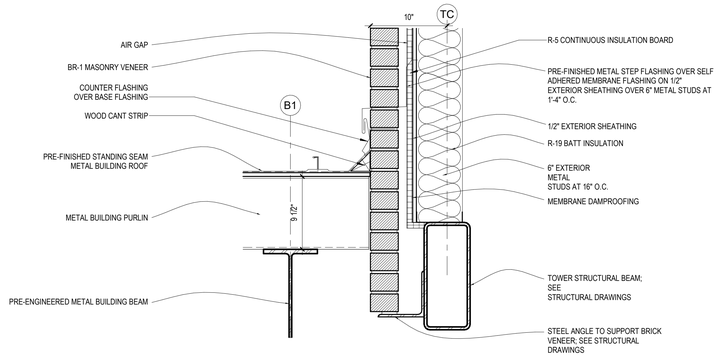

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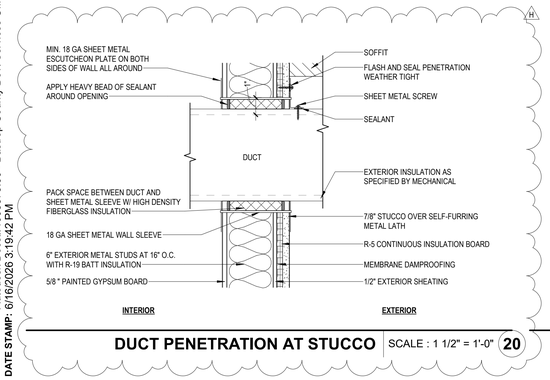
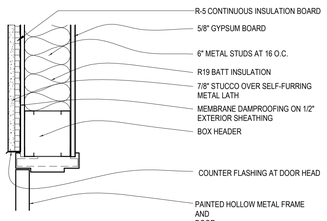
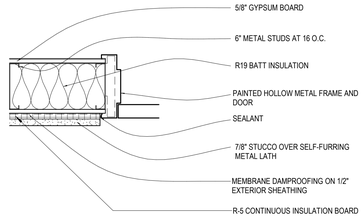


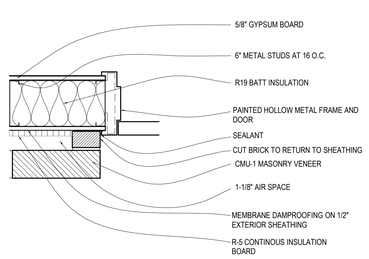
DUCT PENETRATION AT STUCCO SCALE : 1 1/2" = 1'-0" **20**



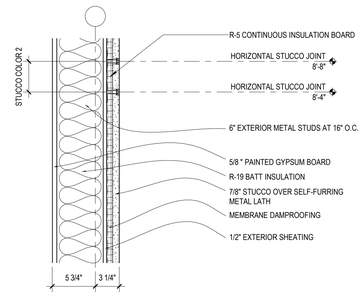
HEAD DETAIL IN STUCCO SCALE : 1 1/2" = 1'-0" **16**



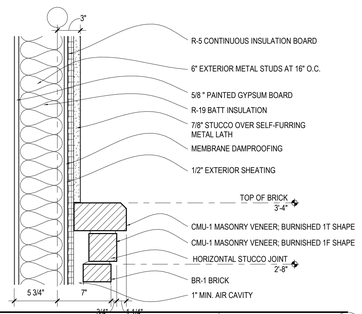
JAMB DETAIL IN STUCCO SCALE : 1 1/2" = 1'-0" **15**



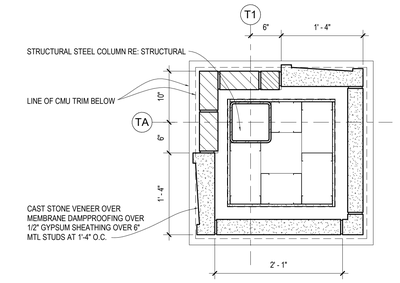
JAMB DETAIL IN BRICK SCALE : 1 1/2" = 1'-0" **14**



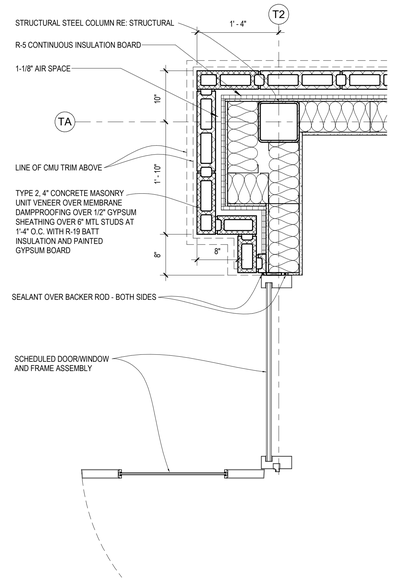
SECTION DETAIL AT STUCCO JOINT SCALE : 1 1/2" = 1'-0" **13**



SECTION DETAIL AT BRICK SILL SCALE : 1 1/2" = 1'-0" **12**



PLAN DETAIL AT EXT COLUMN TOP SCALE : 1" = 1'-0" **10**



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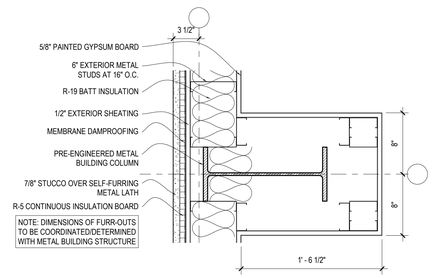
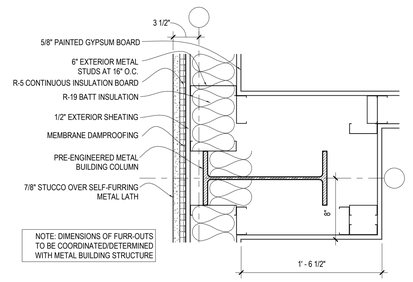


PLAN DETAIL SCALE : 1 1/2" = 1'-0" **7**

PLAN DETAIL AT EXT COLUMN BASE SCALE : 1" = 1'-0" **11**



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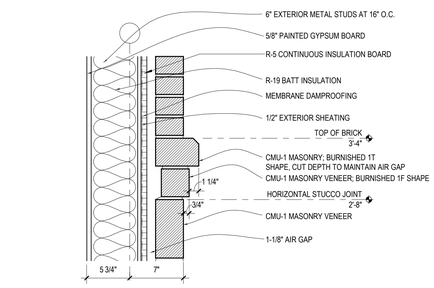
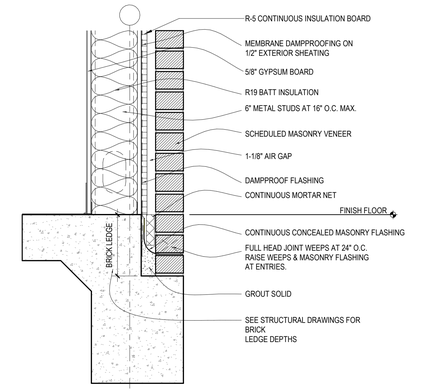
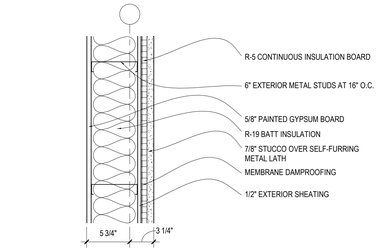


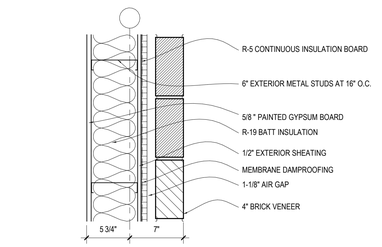
BRICK LEDGE TRANSITION SCALE : 1 1/2" = 1'-0" **4**



BRICK LEDGE DETAIL SCALE : 1 1/2" = 1'-0" **3**



TYPICAL DETAIL @ STUCCO SCALE : 1 1/2" = 1'-0" **2**



TYPICAL DETAIL @ BRICK SCALE : 1 1/2" = 1'-0" **1**

CLIENT

BASTROP COUNTY

804 Pecan Street, Bastrop, TX 78602
T 512-581-7100

ARCHITECT

PGAL, Inc.
3601 S Congress Ave
D100
Austin, TX 78704
T 512 236 1005

www.pgal.com

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REGISTERED ARCHITECT CHRISTOPHER TODD HOLLIS 29845 STATE OF TEXAS

2026/01/29

DRAWING HISTORY

№	DATE	DESCRIPTION
D	2025/06/27	100% DD SET
E	2025/08/08	90% CD SET
F	2025/09/12	IFP
H	2026/06/17	IFP R2

PROJECT NAME
BASTROP COUNTY DEVELOPMENT SERVICE OFFICE

PROJECT LOCATION
203 JACKSON ST, BASTROP, TX 78602

PROJECT NUMBER
1008375

SHEET TITLE
PLAN DETAILS - LEVEL 1

SHEET NUMBER
A5.01

FILE NAME: Autodesk Docs://1008375.00 - Bastrop County Dev. Services Office Bldg /1008375.00_BCDS_ARCH.rvt
DATE STAMP: 6/16/2026 3:19:42 PM

SECTION 074213- STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes standing-seam metal roof panels.

B. Related Sections:

1. None

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
5. Review structural loading limitations of deck purlins and rafters during and after roofing.
6. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.
7. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
8. Review temporary protection requirements for metal panel systems during and after installation.
9. Review procedures for repair of metal panels damaged after installation.
10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.

C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1. Build mockup of typical roof area and eave, including fascia, and soffit as shown on Drawings; approximately 48 inches square by full thickness, including attachments, underlayment, and accessories.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on metal panels during installation.

E. Copper Panels: Wear gloves when handling to prevent fingerprints and soiling of surface.

1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.11 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including rupturing, cracking, or puncturing.
b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: Two years from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.

1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for low-slope roof products.

B. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:

1. Three-year, aged solar reflectance of not less than 0.55 and emissivity of not less than 0.75.
2. Three-year, aged Solar Reflectance Index of not less than 64 when calculated according to ASTM E 1980.

C. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:

1. Wind Loads: As indicated on Drawings.
2. Other Design Loads: As indicated on Drawings.
3. Deflection Limits: For wind loads, no greater than 1/180 of the span.

D. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 1680 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft..

E. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 or ASTM E 331 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft..

F. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.

G. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: UL 30.

H. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels <**MRP-1**>: Formed with vertical ribs at panel edges and between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Cee-Lock Standing Seam Roof Panel as manufactured by Berridge or a comparable product by one of the following:

a. Advanced Architectural Products.
b. AEP Span; A BlueScope Steel Company.
c. Architectural Building Components.
d. Architectural Metal Systems.
e. Berridge Manufacturing Company.
f. CENTRIA Architectural Systems.
g. Dimensional Metals, Inc.
h. Drexel Metals.
i. Englert, Inc.
j. Everlast Metals.
k. Fabral.
l. Garland Company, Inc. (The).
m. IMETCO.
n. MBCI; a division of NCI Group, Inc.

o. McElroy Metal, Inc.
p. Merchant and Evans.
q. Metal Sales Manufacturing Corporation.
r. Morin - A Kingspan Group Company.
s. PAC-CLAD; Petersen Aluminum Corporation.
t. Ryerson Tull, Inc.
u. Ultra Seam Incorporated.
v. Union Corrugating Company.
w. VICWEST.

2. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

a. Nominal Thickness: 0.034 inch.
b. Exterior Finish: Two-coat fluoropolymer.
c. Color: As selected by Architect from manufacturer's full range.

3. Clips: One-piece fixed to accommodate thermal movement.

a. Material: 0.028-inch- nominal thickness, zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet.

4. Panel Coverage: 12 inches.
5. Panel Height: 1.5 inch.

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F; ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.

3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlisle Residential; a division of Carlisle Construction Materials.
b. Drexel Metals.
c. GCP Applied Technologies Inc. (formerly Grace Construction Products).
d. Henry Company.
e. Kirsch Building Products, LLC.
f. Owens Corning.

B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

2.4 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 coating designation or ASTM A 792/A 792M, Class AZ50 coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match roof fascia and rake trim.

E. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.

F. Panel Fasteners: Self-tapping screws designed to withstand design loads.

G. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.

1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.

C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.

E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

    a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.6 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if

they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Steel Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.

1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.

a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

1. Apply over the entire roof surface.

B. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.

C. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.4 METAL PANEL INSTALLATION

A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
2. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.
3. Copper Panels: Use copper, stainless-steel, or hardware-bronze fasteners.
4. Stainless-Steel Panels: Use stainless-steel fasteners.

C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions.

D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.

1. Install clips to supports with self-tapping fasteners.
2. Install pressure plates at locations indicated in manufacturer's written installation instructions.

3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.

4. Watertight Installation:

    a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
    b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

F. Clipless Metal Panel Installation: Fasten metal panels to supports with screw fasteners at each lapped joint at location and spacing recommended by manufacturer.

G. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.

H. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

I. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36 inches o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

J. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.

1. Provide elbows at base of downspouts to direct water away from building.

K. Roof Curbs: Install flashing around bases where they meet metal roof panels.

L. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

3.5 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.6 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare test and inspection reports.

3.7 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074113.16

SECTION 09 51 13 – ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes acoustical panels and exposed suspension systems for ceilings.

B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete at ceilings.

1.3 DEFINITIONS

A. AC: Articulation Class.

B. CAC: Ceiling Attenuation Class.

C. LR: Light Reflectance coefficient.

D. NRC: Noise Reduction Coefficient.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Ceiling suspension system members.
2. Method of attaching hangers to building structure.
    a. Furnish layouts for cast-in-place anchors, clips, and other ceiling attachment devices whose installation is specified in other Sections.
3. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
4. Minimum Drawing Scale: 1/4 inch = 1 foot.

C. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.

1. Acoustical Panel: Set of 6-inch- square samples of each type, color, pattern, and texture.

2. Exposed Suspension System Members, Moldings, and Trim: Set of 12-inch- long Samples of each type, finish, and color.

D. Qualification Data: For testing agency.

E. Field quality-control test reports.

F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each acoustical panel ceiling.

G. Research/Evaluation Reports: For each acoustical panel ceiling and components and anchor and fastener type.

H. Maintenance Data: For finishes to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Acoustical Testing Agency Qualifications: An independent testing laboratory, or an NVLAP-accredited laboratory, with the experience and capability to conduct the testing indicated. NVLAP-accredited laboratories must document accreditation, based on a "Certificate of Accreditation" and a "Scope of Accreditation" listing the test methods specified.

B. Source Limitations:

1. Acoustical Ceiling Panel: Obtain each type through one source from a single manufacturer.
2. Suspension System: Obtain each type through one source from a single manufacturer.

C. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system through one source from a single manufacturer.

D. Fire-Test-Response Characteristics: Provide acoustical panel ceilings that comply with the following requirements:

1. Fire-Resistance Characteristics: Where indicated, provide acoustical panel ceilings identical to those of assemblies tested for fire resistance per ASTM E 119 by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.

a. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another testing and inspecting agency.
b. Identify materials with appropriate markings of applicable testing and inspecting agency.

2. Surface-Burning Characteristics: Provide acoustical panels with the following surface-burning characteristics complying with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84:

a. Smoke-Developed Index: 450 or less.

E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

1.8 COORDINATION

A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS, GENERAL

A. Recycled Content: Provide acoustical panels with recycled content such that total recycled content constitutes a minimum of 70 percent by weight.

B. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface per ASTM E 795.

C. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

D. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

E. Antimicrobial Fungicide Treatment: Provide acoustical panels with face and back surfaces coated with antimicrobial treatment consisting of manufacturer's standard formulation with fungicide added to inhibit growth of mold and mildew and showing no mold or mildew growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.2 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING ACT-1 / ACT-2 / ACT-3

A. Basis-of-Design Product: Subject to compliance with requirements, provide products as manufactured by Armstrong World Industries, Inc as shown on A0.20 or a comparable product by one of the following:

1. Rockfon.
2. BPB USA.
3. Chicago Metallic Corporation.
4. Ecophon CertainTeed, Inc.
5. Tectum Inc.
6. USG Interiors, Inc.

2.3 METAL SUSPENSION SYSTEMS, GENERAL

A. Recycled Content: Provide products made from steel sheet with average recycled content such that postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

B. Metal Suspension System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635.

C. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.

D. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.

    a. Type: Postinstalled expansion anchors.

    b. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition.
    c. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316 for bolts; Alloy 304 or 316 for anchor.
    d. Corrosion Protection: Components fabricated from nickel-copper-alloy rods complying with ASTM B 164 for UNS No. N04400 alloy.

2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.

E. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304, nonmagnetic.
3. Nickel-Copper-Alloy Wire: ASTM B 164, nickel-copper-alloy UNS No. N04400.

4. Size: Select wire diameter so its stress at 3 times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- diameter wire.

F. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.

G. Angle Hangers: Angles with legs not less than 7/8 inch wide; formed with 0.04-inch- thick, galvanized steel sheet complying with ASTM A 653/A 653M, G90 coating designation; with bolted connections and 5/16-inch- diameter bolts.

2.4 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

A. Basis-of-Design Product: Subject to compliance with requirements, provide products as manufactured by Armstrong World Industries, Inc,. or a comparable product by one of the following:

1. Rockfon.
2. BPB USA.
3. Chicago Metallic Corporation.
4. Ecophon CertainTeed, Inc.
5. US Gypsum, Inc.

B. Narrow-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 coating designation, with prefinished 9/16-inch- wide metal caps on flanges.

1. Structural Classification: Intermediate-duty system.
2. End Condition of Cross Runners: Override (stepped) type.
3. Face Design: Flat, flush.
4. Cap Material: Steel cold-rolled sheet.

5. Cap Finish: Painted white.
6. Cap Width: 15/16”.

2.5 METAL EDGE MOLDINGS AND TRIM

A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners.

1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners, unless otherwise indicated.
2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

2.6 ACOUSTICAL SEALANT

A. Products: Subject to compliance with requirements, provide one of the following:

1. Acoustical Sealant for Exposed and Concealed Joints:

a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
b. USG Corporation; SHEETROCK Acoustical Sealant.

B. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant, with a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.

B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

3. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
4. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
5. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

6. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both structure to which hangers are attached and type of hanger involved.

Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.

7. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
8. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
9. Do not attach hangers to steel deck tabs.

10. Do not attach hangers to steel roof deck. Attach hangers to structural members.
11. Space hangers not more than 48 inches o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
12. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.

3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. Arrange directionally patterned acoustical panels as follows:

   a. As indicated on reflected ceiling plans.
   b. Install panels with pattern running in one direction parallel to long axis of space.
   c. Install panels in a basket-weave pattern.

2. For reveal-edged panels on suspension system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
3. For reveal-edged panels on suspension system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension system surfaces and panel faces flush with bottom face of runners.

4. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

3.4 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections and prepare reports:

1. Suspended ceiling system.
2. Hangers, anchors and fasteners.

B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.

C. Tests and Inspections: Testing and inspecting of completed installations of acoustical panel ceiling hangers and anchors and fasteners shall take place in successive stages, in areas of extent and using methods as follows. Do not proceed with installations of acoustical panel ceiling hangers for the next area until test results for previously completed installations of acoustical panel ceiling hangers show compliance with requirements.

1. Extent of Each Test Area: When installation of ceiling suspension systems on each floor has reached 20 percent completion but no panels have been installed.

a. Within each test area, testing agency will select 1 of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf of tension; it will also select one of every 2 postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf of tension.
b. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.

D. Remove and replace acoustical panel ceiling hangers and anchors and fasteners that do not pass tests and inspections and retest as specified above.

3.5 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 13

RFB 26BCP03A - BID SHEET

PROJECT: BASTROP COUNTY DEVELOPMENT SERVICES BUILDING

OWNER: BASTROP COUNTY

ENGINEER: BOWMAN CONSULTING

ARCHITECT: PGAL

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL
CONSTRUCTION ITEMS					
GENERAL COST					
GENERAL CONDITIONS					

Total Project Lump Sum Costs (General Costs + All On-Site Improvements):	**$**
Cost Contingency (At *Construction Closeout, any unused contingency funds SHALL be retained by Bastrop County*):	**$240,000.00**
TOTAL PROJECT LUMP SUM COST COSTS + CONTINGENCIES	**$**
Estimated Number of Days to Complete Project	**Days**

Available Start Date: **(Day)** **(Month), 2026**

ALL DETAILED COSTS LISTED BELOW SHALL BE PROVIDED TO BASTROP COUNTY 24 HOURS AFTER PROPOSAL DUE DATE

DESCRIPTION	COST
Concrete	
Masonry	
Steel & Misc. Metals	
Millwork	
Waterproofing	
Roofing	
Doors, Frames, and Hardware	
Glass and Glazing	
Rolling Doors	
Drywall and Framing	
Stucco	
Flooring and Tile	
Painting	
Signage	
Wall and Door Protection	
Specialties	
Canopies	
Window Coverings	

Pre-Engineered Metal Building (PEMB)	
Fire Protection	
Plumbing	
HVAC	
Electrical	
Fire Alarm	
Earthwork	
Erosion Control	
Landscape and Irrigation	
Site Concrete	
Pavement Markings and Signage	
Site Utilities	
Contingency (At Construction Closeout, any unused contingency funds SHALL be retained by Bastrop County)	$ 240,000.00
Overhead and Profit	
TOTAL PROJECT COST (including contingency and OH&P)	
ALTERNATE 1: Thin Brick in Lieu of Stucco (per A0.20):	$

ALL DETAILED COST LISTED BELOW SHALL BE PROVIDED TO BASTROP COUNTY AFTER CONTRACT AWARD. CONTRACTORS DO NOT HAVE TO PROVIDE THE ITEMIZED COST AT TIME OF BID SUBMISSION.

ON-SITE IMPROVEMENTS					
EROSION CONTROL MEASURES					
1		EA	Stabilized Construction Entrance		$
2		EA	Concrete Washout		$
3		EA	Staging & Spoils		$
4		LF	Silt Fence		$
5		SY	6" Topsoil & Revegetation		$
6		EA	Drop Inlet Basket		$
7		LF	Inlet Protection		$
TOTAL EROSION CONTROL MEASURES				**$**	
SITE IMPROVEMENTS					
1		SY	5" Concrete Pvmt		$
2		SY	6" Concrete Pvmt		$
3		SY	7" Concrete Pvmt		$
4		SY	Driveway Concrete		$
5		SY	6" Lime Treated Subgrade		$
6		LF	Concrete Curb and Gutter		$
7		EA	Barricade, Signs, and Site Striping		$
8		SF	Concrete Sidewalk		$
9		LS	Site Signage and Striping		$
TOTAL SITE IMPROVEMENTS				**$**	

WATER IMPROVEMENTS					
1		EA	Tie to Existing Waterline		$
2		LF	2" PVC SCH40 Domestic Waterline		$
3		LF	2" PVC SCH40 Irrigation Service		$
4		LF	8" PVC C-900 Fire line		$
5		EA	2" PVC Typical Bend/Tee's		$
6		EA	Cut, Cap & Plug 2" Water Line		$
7		EA	2" Reduced Backflow Preventer		$
8		EA	2" Gate Valve		$
9		LF	Trench Safety		$
10		EA	2" Meter		$
11		EA	8" TS&V W/ Box		$
TOTAL WATER IMPROVEMENTS				**$**	
DRAINAGE IMPROVEMENTS					
1		LF	8" PVC SCH 80		$
2		LF	10" PVC SCH 81		$
3		LF	12" RCP		$
4		LF	18" RCP		$
5		LF	24" RCP		$
6		LF	18" RCP Arch		$
7		EA	24' Headwall w/ Energy Dissipator		$
8		EA	Curb Inlet Type C-1		$
9		EA	Grate Inlet		$
10		LF	Trench Drain		$
11		EA	18"X18" Tee - Inserta		$
12		EA	12"X8" Tee - Inserta		$
13		EA	4' DIA.Storm Manhole		$
14		SF	Outfall Concrete Pavement		$
15		EA	Detention Pond Upsizing		$
TOTAL DRAINAGE IMPROVEMENTS				**$**	

WASTEWATER IMPROVEMENTS					
1		EA	Tie to Existing Wastewater Cleanout/Stub		$
2		EA	6" Wastewater Cleanout		$
3		LF	6" PVC SDR-26 Wastewater Pipe		$
4		LF	Trench Safety		$
TOTAL WASTEWATER IMPROVEMENTS				**$**	
GRADING IMPROVEMENTS					
1		AC	Clearing/Grubbing & Demolition		$
2		AC	Mow Site		$
3		CY	Cut		$
4		CY	Fill		$
5		SF	Retaining Wall		$
TOTAL GRADING IMPROVEMENTS				**$**	
LANDSCAPE IMPROVEMENTS					
1		EA	Landscape Plantings		$
2		EA	Irrigation		$
3		EA	Sod		$
TOTAL LANDSCAPE IMPROVEMENTS				**$**	

_____ _____

Authorized Signatory: Date:

Primary Contract
A CONTRACT BETWEEN
Bastrop County, Texas
AND
Hodges Construction Services

This Contract (RFP 25BCP04J) is made and entered into by the Bastrop County, Texas, hereinafter referred to as **END USER**, having its principal place of business at 804 Pecan Street, Bastrop, Texas 78602, AND XYZ Construction Services, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 200 Main Street, Bastrop, Texas 78957.

WITNESSETH

WHEREAS: The **CONTRACTOR** offers to sell Construction Services through the Bastrop County Contract to END USER for the construction of a foundation and concrete flatwork, the erection of a Mueller metal building (Owner provided), MEP and interior finish out construction of the Bastrop County Road and Bridge Precinct 2 Facility at 911 SE Martin Luther King Blvd, Smithville, TX 78957. All required tasks for this contract are listed in the original request for bids. END USER is awarding a contract for the lump sum total price of $1,175,205.88.

WHEREAS: The **END USER** may choose to enter into an agreement with the **CONTRACTOR** through this Contract as described in **CONTRACTOR**'S bid response to RFP 25BCP04J and the acceptance of the proposed pricing provided by the **CONTRACTOR** on the Bid Form.

WHEREAS: The **END USER** has approved the award of this contract in Commissioner's Court on June 9, 2025. The parties have entered into a Contract to become effective as of the date that the **CONTRACTOR** is issued a Notice to Proceed letter from the **END USER** and shall remain in effect for 150 calendar days, subject to extension upon mutual agreement of the **CONTRACTOR** and the **END USER** and now.

THEREFORE: The **END USER** and **CONTRACTOR** do hereby agree as follows:

• GENERAL PROVISION ARTICLES 1 -34 •

ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS

The Contract shall be in effect for Construction Services requested by Bastrop County, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

1 The Text of this Contract Form
2 Contract Terms and Conditions as stated herein
3 **CONTRACTOR**'s Bid - Pricing and Required Forms (ATTACHMENT A – pg. 16-46)
4 SB 252 Certification (ATTACHMENT B – pg. 7 - 70)
5 SAM.Gov Debarment Check (ATTACHMENT C – pg. 71 - 72)
6 Certificate of Interested Parties (Form 1295) (ATTACHMENT D – pg. 73)
7 **END USER**'s Request for Bid (ATTACHMENT F – pg. 74 – 757)
8 Prevailing Wage Rates (ATTACHMENT G – 758 – 774)

ARTICLE 2: LEGAL AUTHORITY

CONTRACTOR and **END USER** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 3: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of the **END USER** or **CONTRACTOR**. No provision of this Contract or act of the **END USER** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of the **END USER**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR** and subcontractors, which is solely responsible for employee payrolls, payments to subcontractors and claims arising therefrom.

ARTICLE 5: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to the **END USER**. The **END USER** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. The **END USER** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 6: TITLE NOT RESTRICTIVE

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the maters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this Contract.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to the END USER under this Contract. END USER, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, Bastrop County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that the **END USER**'S duly authorized representatives, shall, until the expiration of seven (7) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 8: CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the later of (1) the date designated by such law or regulation or (2) the date on which **END USER** provides notice to **CONTRACTOR** of the change in law; provided that if **CONTRACTOR** does not comply with such change, the **END USER** or **CONTRACTOR** may terminate this Contract as authorized in Article 19. The **END USER** may, from time to time, require changes in the scope of the services of the **CONTRACTOR** to be performed hereunder. Such changes that are mutually agreed upon by and between the **END USER** and the **CONTRACTOR** in writing shall be incorporated into this Contract as a Commissioner's Court approved contract amendment.

ARTICLE 9: SEVERABILITY

Both parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

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

ARTICLE 11 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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.
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.
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.
5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7) In the event of the 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.

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

Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended (See ATTACHMENT A – APPENDIX F for Bastrop County Section 3 Resolution).

ARTICLE 12: SUSPENSION AND DEBARMENT

A prospective **CONTRACTOR** that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance.

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 13: ANTI-LOBBYING

The Byrd Anti-Lobbying Amendment prohibits any appropriated funds to be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with certain Federal actions. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (See ATTACHMENT A, APPENDIX G for Anti-Lobbying Certification).

ARTICLE 14: MAXIMIZATION OF RECOVERED MATERIALS

Under RCRA section 6002 (a), the requirement to purchase an EPA-designated product containing recovered materials applies to "procuring agencies" that spend more than $10,000 a year on that item. Procuring agencies include all federal agencies, and any state or local agency or government contractor that uses appropriated federal funds. If a county agency spends more than $10,000 a year on an EPA-designated item, and part of that money is from appropriated federal funds, then the agency must purchase that item made from recovered materials. The requirement to purchase EPA-designated products applies regardless of the acquisition mechanism used (e.g., it applies to simplified acquisitions or purchases made with government purchase cards).

1) 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—
   - Competitively within a timeframe providing for compliance with the contract performance schedule;
   - Meeting contract performance requirements; or
   - At a reasonable price.

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

3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 15: COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

The Copeland Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1. Contractor:

The **CONTRACTOR** shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts:

The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clause above and such other clauses as any Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime **CONTRACTOR** shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach:

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

ARTICLE 16: PREVAILING WAGE RATES

A worker employed on a public works project by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holidays and overtime work.

A worker is employed on a public works project for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision

of the state, or any officer or public body of the state or a political subdivision of the state. As required under Local Government Code 2258.

The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 of the Local Government Code to a worker employed by it in the execution of the contract.
(1) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
(2) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022 of the Local Government Code. (SEE ATTACHMENT G)

ARTICLE 17: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) . Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard 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 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 18: CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387):

Contracts and sub-grants 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). The contractor agrees to report each violation to Bastrop County and understands and agrees that Bastrop County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. All violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ARTICLE 19: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

The **CONTRACTOR** agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the **END USER**, the State of Texas, and the acts and regulations of the funding entity. The **CONTRACTOR** agrees to promptly notify the **END USER** of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify the **END USER** of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the **CONTRACTOR** from the **END USER**, if any, shall be reported to local law enforcement agencies and the **END USER** within two (2) hours of discovery of any such act.
The **CONTRACTOR** further agrees to cooperate fully with the **END USER**, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 20: SEAL, LOGO AND FLAGS

The contractor shall not use any Federal seal(s), logo(s), crest(s), or reproductions of flag(s) or likenesses of any agency officials without specific pre-approval.

ARTICLE 21: UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS:

In accordance with PART 200 of the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Bastrop County follows the procurement standards in the Code of Federal Regulations of 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds.

ARTICLE 22: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractors Name: XYZ Construction Services)

Address, City, State, and Zip Code: 200 Main St., Bastrop, TX 78957

Phone Number: 512-555-4444

Printed Name and Title of Authorized Representative: John Doe/ President

Email Address: Doe@XYZconstruction.com

Signature of Authorized Representative: _____

Date: 7/15/25

ARTICLE 23: ENERGY COMPANY BOYCOTTS (TEXAS SB13)

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

ARTICLE 24: FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION (TEXAS SB19)

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

ARTICLE 25: THE COMPLETE AGREEEMENT

This Contract consists of the Contract text stated herein, including any Agreement, the Bid Specifications documents, **CONTRACTOR**'S response, including but not limited to, prices and services offered, all of which are incorporated within this Contract and shall constitute the complete agreement between parties hereto. All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 26: TERMINATION PROCEDURES

CONTRACTOR acknowledges that this Contract may be terminated under the following conditions:

1. Convenience

The **END USER** may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the **CONTRACTOR** whenever for any reason the **END USER** determines that such termination is in the best interest of the **END USER**. Upon receipt of notice of termination, all services hereunder of the **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the **CONTRACTOR** shall prepare a final invoice within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice for an **END USER** pursuant to the Contract and to the satisfaction of the **END USER** or his designee. The **END USER** agrees to pay the **CONTRACTOR**, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of the **END USER** less compensation previously paid.

CONTRACTOR may cancel or terminate this Contract upon 30 calendar days written notice by certified mail to the **END USER**. In the event of such termination prior to completion of this Contract provided for herein, the **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this Contract, for services performed and accruing to the benefit of the **END USER** less any compensation previously paid.

2. Cause

The occurrence of any one or more of the following events will justify termination of the contract by the **END USER** for cause:

i. The **CONTRACTOR** fails to perform in accordance with the provisions of these specifications; or

ii. The **CONTRACTOR** violates any of the provisions of these specifications; or

iii. The **CONTRACTOR** disregards laws or regulations of any public body having jurisdiction; or

iv. The **CONTRACTOR** transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the **END USER**.

v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the **END USER** may, terminate the contract by giving the **CONTRACTOR** seven (7) Calendar days written notice. In such case, the **CONTRACTOR** shall only be entitled to receive payment for goods and services provided before the effective date of termination. The **CONTRACTOR** shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi. When the contract has been so terminated by the **END USER**, such termination shall not affect any rights or remedies of the **END USER** then existing or which may thereafter accrue.

ARTICLE 27: RENEWAL OF CONTRACT

The **END USER** reserves the right to extend the Contract service time, should an extension be in the best interest of the **END USER**. Should the **END USER** wish to exercise this right, it shall notify the **CONTRACTOR** before the expiration date of the current contract. In the event **CONTRACTOR** performs services after the termination date of the Contract, the **END USER** will have no obligation to pay for such services unless the **END USER** approves an agreement to do so, which approval shall be solely at the **END USER**'S discretion.

ARTICLE 28: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in courts of competent jurisdiction in Bastrop County, Texas or if suit cannot be brought or maintained in state court, then in the Federal District Court for the Western District of Texas. Disputes between the **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of Texas.

ARTICLE 29: CONTRACTOR'S REPRESENTATIVE

1. **CONTRACTOR**'S representative(s) shall be the contact person(s) concerning all matters pertaining to the **END USER**'S order. The **CONTRACTOR** shall immediately communicate any changes of representation in written form to the **END USER**. Notices required by the Contract shall be in writing and sent to:
   CONTRACTOR:
   XYZ Construction Services
   Attn. John Doe
   200 Main Street,
   Bastrop, Texas 78957
   END USER:
   Bastrop County, Texas
   Attn: Leon Scaife, Bastrop County Purchasing
   Agent 804 Pecan Street
   Bastrop, Texas 78602

2. Except as otherwise provided in Section 29.3, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if (i) delivered in person, (ii) three days following the post marked date if sent by mail, (iii) by courier, or (iv) by facsimile or electronic transmission (e-mail) but electronic or facsimile transmissions sent after 5:00 p.m. recipient's time shall be deemed delivered the next day.

3. Notice of Claims as provided in Article 29 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

ARTICLE 30: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify the **END USER**, in writing, of any change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. The **END USER** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 31: INDEMNIFICATION

To the extent permitted by law, **CONTRACTOR** agrees to and shall defend, indemnify, and hold the **END USER**, their employees, officers, and legal representatives harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for all loss, costs, expenses, damages, including personal injury, death, property damages, or loss to persons or property arising out of or in connection with this Contract and/or the performance of the work under this Contract, resulting from the negligence, recklessness, or intentional misconduct of the **CONTRACTOR,** its employees, subcontractors, invitees, or persons with whom **CONTRACTOR** contracts for the performance of the work. These obligations shall survive termination or completion of this Contract.

ARTICLE 32: CONFIDENITALITY

Any information transmitted between the **CONTRACTOR** and the **END USER** shall be treated as confidential and not disclosed, except for information that: (1) is or becomes available to the public other than as a result of disclosure by the other party or (2) is required to be disclosed under applicable law.

• SERVICES SPECIFIC ARTICLES 33 - 48•

ARTICLE 33: SCOPE OF SERVICES

The construction services to be performed by **CONTRACTOR** are outlined in the original request for bid for RFP 25BCP04J. RFP 25BCP04J is attached to this contract (ATTACHMENT F).

ARTICLE 34: CONTRACT PERFORMANCE

CONTRACTOR must meet the following performance criteria at all times, and to the **END USER's** reasonable satisfaction. Failure to do so may be considered to be non-compliant performance and may result in Contract termination at **END USER**'S reasonable discretion.

1 **CONTRACTOR** shall maintain sufficient qualified staff to process Consultant Agreements, and to respond promptly by telephone, fax and email.

2 **CONTRACTOR** will not in any manner whatsoever direct or encourage **END USER** to purchase contracted items by any means other than through the Contract.

3 **CONTRACTOR** shall promptly respond to **END USER** inquires.

ARTICLE 35: AUDITS BY END USER

CONTRACTOR agrees to provide access to the **END USER** authorized personnel for auditing of **CONTRACTOR** records and payments resulting from this Contract and for a period extending to the completion of any activities under the terms of this Contract. Audits shall be arranged not less than 10 calendar days before said inspections and shall state the name(s) of persons who will be conducting audits. **CONTRACTOR** shall not incur expenses relating thereto.

ARTICLE 36: END USER SERVICE REOUEST FORM RESPONSE PRICES OFFERED BY CONTRACTOR

1. Prices provided by **CONTRACTOR** in ATTACHMENT B shall be fixed for the entire term of this Contract. However, changes may be considered, at **END USER's** sole discretion, for good cause shown if accompanied by proper and sufficient documentation, satisfactory to the **END USER**. No price change will be allowed unless it has been reviewed and approved by the **END USER** in **writing. CONTRACTOR** must have received **END USER's** written approval of any change prior to charging the new price in any quotation prepared for the **END USER.**
2. Limits of Price Adjustments - Price change requests must be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **CONTRACTOR**'S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID WPU13330101C for Southern Region Ready-Mix Concrete may also provide partial justification for price increases. Price increases shall be limited to a maximum of 5% for the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.
3. Right to Accept or Reject Price Change on Extension - If the contract term is extended, the **END USER** and **CONTRACTOR** will review unit prices and make adjustments based upon documented increases in costs. The **END USER** reserves the right to accept or reject any price change request within 30 calendar days after receipt of the request. If the price change is accepted, the price will remain firm for the remaining term of the Contract.

ARTICLE 37: CHANGES OF OWNERSHIP

CONTRACTOR shall notify the **END USER** of any material changes in name, ownership or control. Such notification shall be supplied within 10 business days of such change.

ARTICLE 38: PUBLICITY

Any publicity released by the **CONTRACTOR** giving reference to this Contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of **END USER**.

ARTICLE 39: BONDS

The **CONTRACTOR** supplied a bid bond in the amount of 5% of the total project bid. The **CONTRACTOR** agrees to execute a Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract price (Each Bond shall be supplied to **END USER** in the amount of $1,175,205.88 which is equal to the lump sum bid of $1,175,205.88. The Payment and Performance Bonds SHALL be delivered to **END USER** before any work begins. The Payment and Performance Bond SHALL be maintained throughout the contract execution period. At the satisfactory completion of all work, the Payment and Performance Bond shall be released by the **END USER**. Costs of all bonds must be included in the bid price. Payment for services will not be made until **END USER** has received the required bond(s).

ARTICLE 40: SALES TAX

The **END USER** is by statute exempt from the state sales tax and federal excise tax. Therefore, the bid price shall not include taxes.

ARTICLE 41: INVOICES

Invoices shall be mailed to the following address or sent electronically to the address provided below by the **END USER**:

Bastrop County
ATTN: Leon Scaife
804 Pecan Street
Bastrop, TX 78602

Or

leon.scaife@co.bastrop.tx.us

All invoices must include the invoice details. Invoice detail submittals will be checked against **END USER** records. **END USER** records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the **CONTRACTOR** or authorized representative to the **END USER** for payment. A five (5) percent retainage SHALL be withheld from each reconciled invoice until the end of the project. To recover the retainage, the **CONTRACTOR** must successfully complete and receive a letter of completion from the **END USER**, for all work completed. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the **END USER** to repair damages caused by the **CONTRACTOR** to public or private property, should any damages occur.

ARTICLE 42: PAYMENT

Payment will be made upon receipt and acceptance by the **END USER** of completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The **END USER** will base all payments on completion of project milestones based on the lump sum bid price (See ATTACHMENT A) submitted by **CONTRACTOR**. The **CONTRACTOR** is required to pay subcontractors in accordance with the terms of the subcontract, and within 10 days after the date that **CONTRACTOR** receives payment for the subcontractor's work. A 5% retainage will be held from each invoice until the completion of the project.

The **CONTRACTOR** is responsible for paying all subcontractors used for services rendered within this scope of work. The **CONTRACTOR** shall execute release waivers with all subcontractors to release the **END USER** from payment to subcontractors directly. The release waivers in the form of an affidavit of bills paid and waiver of lien, for all subcontractors shall be provided to the **END USER** with each **CONTRACTOR** invoice and prior to final retainage release.

The **CONTRACTOR** must submit a final invoice within 30 days of completion of the scope of work. Completion of the scope of work will be acknowledged in writing by the **END USER**. The final invoice must

be marked "FINAL INVOICE." No additional payments will be made after the **CONTRACTOR**'S final invoice.

The **CONTRACTOR** will retain all records pertaining to the services and the contract for these services and make them available to the **END USER** for a period of seven years following receipt of final payment for the services referenced herein.

ARTICLE 43: COURT APPROPRIATION.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Bastrop County Commissioners Court, then, the **END USER** shall have the right to terminate this Agreement without penalty by giving prior written notice to **CONTRACTOR**.

ARTICLE 44: INSURANCE

Before commencing work, the **CONTRACTOR** shall be required, at its own expense, to furnish the **END USER** within 10 days of notice to proceed with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation Insurance in accordance with state territorial worker's compensation laws and employer's liability insurance.
2. Comprehensive General Liability Insurance in the following amounts:
   A. General Aggregate $ 1,000,000.00
   B. Products-Comp/Ops Aggregate $ 1,000,000.00
   C. Personal & Advertising Injury $ 1,000,000.00
   D. Each Occurrence $ 1,000,000.00
   E. The Comprehensive General Liability Insurance must include liability coverage for:
      ii. Bodily injury,
      iii. Personal Injury,
      iv. Independent Contractor,
      v. Blanket Contractual,
      vi. Product,
      vii. Fire,
      viii. Medical Expense, and
      ix. Complete Operations.
3. Comprehensive Automobile Liability Insurance as follows:
   A. Bodily Injury $1,000,000 per person
   B. Personal Injury $1,000,000 per accident
   C. Property Damage $1,000,000 per accident

END USER shall be named as an additional insured on **CONTRACTOR** insurance policies. Each insurance policy to be furnished by the successful **CONTRACTOR** shall include, by endorsement to the policy, a statement that a notice shall be given to **END USER** by certified mail 30 days prior to cancellation or upon any material change in coverage.

ARTICLE 45: CORRECTION OF WORK

The **CONTRACTOR** shall promptly repair work damaged by the **CONTRACTOR**'S and/or subcontractor's equipment at no additional expense to the **END USER**. Any disagreement between **END USER** and **CONTRACTOR** as to repairs under this Article 48 shall be subject to a claim in accordance with Article 50 herein. Any damages to private property caused by **CONTRACTOR** shall be repaired at the **CONTRACTOR**'S expense. Failure to restore damage to public property or private property to the reasonable satisfaction of the **END USER** may result in the **END USER** withholding retainage money in an amount sufficient to make necessary repairs.

ARTICLE 46: LIQUIDATED DAMAGES

Should the **CONTRACTOR** fail to complete the requirements set forth in the scope of work, Bastrop County will suffer damage. The amount of damage suffered by Bastrop County is difficult, if not impossible, to

determine at this time. Therefore, the **CONTRACTOR** shall pay Bastrop County, as liquidated damages, the following:

1. The **CONTRACTOR** shall pay Bastrop County, liquidated damages, $100 per day for each day charged over the number of calendar days specified in the contract.
2. The **CONTRACTOR** shall pay Bastrop County, as liquidated damages, $1500 per incident where the **CONTRACTOR**, after fourteen (14) days' notice and reasonable opportunity to cure, fails to repair damages that are caused by the **CONTRACTOR** or sub-contractor(s). Application of liquidated damages does not release the **CONTRACTOR** from the responsibility of resolving or repairing damages.
3. The amounts specified above are Bastrop County's reasonable estimate of the proper amount of liquidated damages Bastrop County would suffer in the aforementioned examples.

ARTICLE 47: CLAIMS AND DISPUTES

1. Claims – Definition
   A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the **END USER** and **CONTRACTOR** arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

2. Time Limits on Claims
   The **END USER** and **CONTRACTOR** shall commence all Claims and causes of action against the other and arising out of or related to the Agreement, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The **END USER** and **CONTRACTOR** waive all Claims and causes of action not commenced in accordance with this Section 29.2.

3. Notice of Claims
   A. Claims by either the **END USER** or **CONTRACTOR**, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work, shall be initiated by notice to the other party. Claims by either party under this Section 29.3 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
   B. Claims by either the **END USER** or **CONTRACTOR**, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work, shall be initiated by notice to the other party.

4. Continuing Contract Performance
   A. Pending final resolution of a Claim, except as otherwise agreed in writing, the **CONTRACTOR** shall proceed diligently with performance of the Contract and the **END USER** shall continue to make payments in accordance with the Contract Documents.
   B. The Contract Sum and Contract Time may be equitably adjusted by mutual agreement.

5. Claims for Additional Cost
   If the **CONTRACTOR** wishes to make a Claim for an increase in the Contract Sum, notice as provided in Article 29 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property.

6. Claims for Additional Time
   A. If the **CONTRACTOR** wishes to make a Claim for an increase in the Contract Time, notice as provided in Article 29 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
   B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that adverse weather conditions exceeded the number of days

stated in the Agreement or the effects thereof, including, but not limited to, participation, wind, hail, lightning, extreme temperatures, or standing water, create an unsafe condition or have an adverse effect on the scheduled construction, including but not limited to concrete pours, drywall installation, or application of required coatings, flooring or finishes, such conditions may be documented by photographs, job log entries, or other substantiating data, and shall be considered an excused weather delay, and **CONTRACTOR** shall be entitled to an extension of the Contract Time for the period of delay. All weather delays will be day for day extension of time and will be determined by conditions at the project site, no monthly or area average(s) considered. All weather delays will be measured in whole days and not in half-day or partial-day increments.

7. Waiver of Claims for Consequential Damages
   A. The **CONTRACTOR** and **END USER** waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to:
      i. damages incurred by the **END USER** for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
      ii. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.
   B. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 29. Nothing contained in this Section 50.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

8. Mediation
   A. Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived, shall be subject to mediation as a condition precedent to litigation.
   B. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
   C. Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 30 days after mediation has been demanded without resolution of the dispute, file for binding dispute resolution.
   D. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 48: MISCELLANEOUS PROVISIONS

1. Substantial Completion
   A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the **END USER** can occupy or utilize the Work for its intended use.
   B. When the **CONTRACTOR** considers that the Work, or a portion thereof which the **END USER** agrees to accept separately, is substantially complete, the **CONTRACTOR** shall prepare and submit to the **END USER** a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the **CONTRACTOR** to complete all Work in accordance with the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Bastrop County, Texas:	*Signed for XYZ Construction Services:*
Gregory Klaus	
Printed Name/Title:	*Printed Name/Title:*
Gregory Klaus / County Judge	
Date:	*Date:*
8/4/2025	