

Request for Sealed Proposals

General Contractor

RFP #2019-1

Glasscock County, Texas

Glasscock County Community Center Remodel Project (“Project”)

Mandatory Pre-Proposal Meeting-July 22, 2019 at 10:00 a.m.

Garden City Community Center 119 South Myrl Street Garden City, TX 79739

PROPOSALS ARE DUE ON OR BEFORE 4:00 P.M. CST ON AUGUST 2, 2019

Addressed to:

Judge Kim Halfmann

PO Box 67

Garden City, TX 79739

Proposals received after the date and time specified will not be considered.

The Commissioners Court (“**Court**”) of Glasscock County, Texas (“**County**”) has delegated to County Judge Kim Halfmann the authority to issue a Request for Proposals for the selection of a qualified general contractor or contractors (“**Contractor**”) for a remodel of the Glasscock County Community Center to include painting, upgrading kitchen cabinets and installing new flooring (collectively, the “**Project**”) in Garden City, Texas. The Court has delegated to a Selection Committee, consisting of the County Judge, the County Treasurer and Commissioner John Seidenberger the authority to review and evaluate proposals, to conduct interviews if desired, to rank candidates and make recommendations to the Court on the selection of the Contractor.

INSTRUCTIONS FOR PROPOSALS

1. GENERAL INFORMATION

- 1.1 Description of Project – The Project consists of improvements to the Glasscock County Community Center including painting, upgrading kitchen cabinets and installing new flooring. The specifications are set out in **Attachment 1**.

The Contractor will be responsible for providing all materials, equipment, machinery and labor necessary to perform the work. If any materials testing, inspection or verification services are required for the County’s acceptance of the Project, the County

will obtain these services under a separate contract with an independent provider, as required by law.

1.2 Estimated Construction Budget. The estimated construction budget for this Project is \$200,000.00.

1.3 Retainage. The County will have the right to withhold retainage in the amount of 5% from each payment.

1.4 Payment and Performance Bonds. Within 10 days after the County's acceptance and execution of the Contract, the Contractor must provide Payment and Performance Bonds required under Chapter 2253 of the Texas Government Code in the amount of 100% of the Contract Amount issued by a treasury-listed surety authorized and licensed to issue such bonds in Texas.

1.5 Insurance. The Contractor must provide the insurance required in **Attachment 2** within ten (10) days after the execution of the Construction Contract. **The Contractor and all subcontractors must maintain Worker's Compensation Insurance on all of their employees.**

1.6 Prevailing Wage Rates. The Contractor and all subcontractors must pay laborers performing work on the Project not less than the prevailing wage rates established by the U. S. Dept. of Labor for Glasscock County, Texas. Copies of the applicable rate schedules to be used for this Project are attached to these Instructions as **Attachment 3** and incorporated herein.

1.7 Required Texas Ethics Commission Forms.

- a. **Chapter 176 Form.** As part of the Proposal, the Proposer will submit to the County the completed Conflict of Interest Questionnaire ("**Chapter 176 Form**") which is attached as **Attachment 4** to these Instructions.
- b. **1295 Form.** The selected Contractor will be required to provide a Form 1295 Certificate of Interested Parties to the County at the time the Contractor signs the Construction Contract. Information on obtaining the Certificate can be found at the Texas Ethics Commission website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>

1.8 Construction Contract. The construction contract to be used will be on a contract form provided by the County ("Construction Contract"), substantially in the form attached hereto as **Attachment 5**.

1.9 Liquidated Damages. The County will have the right to assess liquidated damages in the amount of \$300.00 per day for each and every day beyond the substantial completion date provided in the Construction Contract in which substantial completion is not achieved due to Contractor's unexcused delay.

1.10 **Public Information.** All information, documentation and other materials requested to be submitted in response to this solicitation are subject to public disclosure in the accordance with the provisions of the Texas Public Information Act (TEX. GOV'T CODE, Chapter 552.001, *et seq.*). If the Proposer believes that any of the information provided in connection with this RFP is confidential or otherwise exempt from disclosure under the Texas Public Information Act, the Proposer must write the word "Confidential" conspicuously at the top of each page which Proposer believes contains confidential information and also next to the information on the page that is confidential if only a portion of the page contains confidential information. If a request is made under the Texas Public Information Act for information provided by the Proposer, the County will endeavor to notify the Proposer of the request, and, if requested by the Proposer, submit a request to the Texas Attorney General for a ruling on the disclosure of the requested information. It will be the obligation of the Proposer, however, at the Proposer's sole cost and expense, to pursue the request for a determination and to provide the Texas Attorney General with information to support the Proposer's assertion that the information is exempt from disclosure. The County will comply with the decision of the Texas Attorney General with respect to the disclosure of public information.

1.11 **MANDATORY PRE-PROPOSAL MEETING.** A **mandatory** pre-proposal meeting will be held on July 22, 2019 at 10:00a.m. CDT at the Garden City Community Center, to enable prospective proposers to view the Community Center and ask questions regarding the Project. Questions that are answered at the meeting will also be posted on the County's website for this project. The County reserves the right to change the date, time and/or location of the meeting by posting notice of the change on the County's website.

2. **PROPOSAL PROCESS**

2.1 **Point of Contact.** The County's designated single Point of Contact for this Project is:
Kim Halfmann
PO Box 67
Garden City, TX 79739
432-354-2639
Email: kim.halfmann@co.glasscock.tx.us

All questions and communications regarding this Project must be sent by email to the Point of Contact no later than 10:00a.m. CDT on July 26, 2019.

If the County determines that a response is required, the County will respond through an Addendum to this RFP posted on the County's website.

Prospective proposers are prohibited from contacting the County Judge, County Commissioners, and County officials or employees, other than the designated

Point of Contact, either directly or through representatives, regarding this RFP or the Project. Failure to comply with this requirement may be grounds for rejection of a Proposal.

2.2 Addenda. All Addenda to this RFP will be posted on the County's website. Proposers are responsible for determining that they have reviewed all posted Addenda and will be bound by the terms of this RFP as amended by any and all Addenda.

2.3 Form of Proposal. Proposals must comply with the requirements set forth in Section 3 of these Instructions to Proposers.

2.4 Proposal Guaranty: Selection of Contractor. The County requires that each Proposer submit with its Proposal, a proposal guaranty ("**Proposal Guaranty**") in the amount of five percent of the Proposer's total Proposal for the contract amount for the work in the form of either (i) a proposal bond issued by a treasury-listed surety licensed to issue bonds in the State of Texas, or (ii) a certified check made payable to Glasscock County, Texas, issued by a solvent financial institution with an office or branch in the State of Texas. The Proposal Guaranty will secure the obligations of the selected Proposer to (a) execute and deliver to the County a Construction Contract provided or approved by the County within ten (10) days after the Construction Contract has been provided to the Proposer for execution, and (b) provide to the County within 10 days after execution of the Construction Contract: (i) a Certificate of Insurance showing that the Proposer has obtained all of the insurance required in these Instructions, and (ii) 100% Payment and Performance bonds meeting the requirements set out in these Instructions. The Proposal Guaranties submitted by Proposers who are not selected will be returned to them within 30 days after (i) the County has entered into a Construction Contract with a Proposer who has executed the Construction Contract and provided insurance and bonds as required herein, or (ii) the County has rejected all Proposals, whichever occurs first.

In the event that the selected Proposer fails to perform the obligations described in this Section 2.4 for the timely execution and delivery to the County of the Construction Contract and required insurance and bonds, the County will have the right to (i) negate and cancel the award to that Proposer, and to award the contract to the next-ranked Proposer, subject to that Proposer's obligations for timely execution and delivery of the Construction Contract, bonds and insurance, or (ii) reject any or all Proposals.

2.5 Place for Submitting Proposals. Proposals must be submitted by mail or hand delivery (including courier service) to:

**Kim Halfmann
PO Box 67 or
117 East Currie @ Glasscock County Courthouse
Garden City, TX 79739**

Proposals sent by facsimile or email will **NOT** be considered.

2.6 Deadline for Receiving Proposals. Proposals must be received at the office described in Section 2.5 above, **no later than 4:00 p.m. CDT on August 2, 2019** (“**Proposal Deadline**”). The clock used by the County at the place for submitting Proposals shall conclusively determine the time that Proposals are received.

Proposals received after the Proposal Deadline will not be considered.

The Proposal Deadline may be extended by the County by Addendum to this RFP.

2.7 Time and Place of Opening of Proposals. Proposals will be opened and the names of the Proposers and the contract amounts will be read aloud in an open meeting to be held at 10:00 a.m. CDT on August 7, 2019 in the commissioner’s courtroom in the Glasscock County Courthouse, 117 East Currie St., Garden City, TX 79739.

2.8 Method of Selecting Contractor

- a. The Selection Committee will evaluate Proposals based on compliance with these instructions and the selection criteria set forth in Section 2.11 below, and may conduct interviews with one or more Proposers.
- b. If interviews are required, the County will notify the Proposers of the dates and times at which the interviews will take place.
- c. Not later than the 45th day after the date of opening the Proposals, the Selection Committee will evaluate and rank the Proposals in relation to the selection criteria set forth in Section 2.11, and make a recommendation to the Court. The Court will have final authority in selecting the Proposer who, in the determination of the Court, based on the Selection Criteria and the approved ranking, offers the best value to the County. If the County is not able to reach an agreement with the first-ranked Proposer, the County will terminate negotiations with the first-ranked Proposer and begin negotiations with the next-ranked Proposer. This process will be followed until an agreement is reached or all Proposers are rejected.
- d. The County reserves the right to:
 - reschedule, extend, or cancel this RFP at any time;
 - waive formalities or irregularities in the Proposals or in the Proposal process;
 - choose to consider submissions not made in compliance with this RFP to the extent permitted by law, although the County will have no obligation to do so; and
 - reject any and all Proposals.

2.9 Selection Criteria. The following selection criteria will be used for the evaluation of the Proposals:

1. Demonstrated recent successful experience of Proposer as a general contractor in projects in Texas similar in scope and complexity to the Project. (20 points)
2. Contractor's financial ability to successfully undertake and complete the construction of the Project. (20 points)
3. The amount of the proposed costs for the Project. (35 points)
4. The Contractor's ability to meet the timing requirements for the Project. (10 points)
5. Any other information received by the County that is relevant to the ability of the Proposer to satisfactorily perform the work for the Project, including, but not limited to, information and responses provided by the Proposers at interviews, if conducted. (5 points)

3. **FORMAT AND REQUIREMENTS FOR PROPOSALS**

3.1 **Sealed Envelope.** Proposals must be submitted in a sealed envelope that states on the outside:

- a. "Proposal for the Glasscock County Community Center Remodel Project", and
- b. The name and address of the Proposer

3.2 **Form of Proposal for the Work.** Proposals for the Work should be submitted on the **PROPOSAL FORM** attached hereto as **Attachment 6**, AND MUST BE SIGNED BY THE PROPOSER. Proposals should itemize:

- (i) the cost for materials;
- (ii) the cost for labor; and
- (iii) estimated time for substantial completion.

3.3 **Proposer Information Form.** The Proposal must contain the completed **PROPOSER INFORMATION FORM** set out in **Attachment 7** to these Instructions.

3.4 **Additional Submissions.** Proposals should include:

- a. The Proposal Guaranty described in Section 2.4 above;
- b. A letter of bondability from a U.S. Treasury-listed surety authorized to do business in the State of Texas. The letter should state the single-project and aggregate bonding limit of the Proposer.

- c. A specimen certificate of insurance showing the insurance coverage that the Proposer currently maintains; and
- d. The completed Chapter 176 Form in Attachment 4 to these Instructions.

Proposers are requested to include with their proposals a separate sheet of paper in an envelope containing:

- (i) the name of the Proposer, and
- (ii) the proposed project cost.

This will assist the County in reading aloud the pertinent information at the opening of the proposals.

3.5 Page Size. Proposals should be stapled or submitted in a 3-ring binder. The maximum number of pages is 25. **Any submittals exceeding the 25-page limit may be disqualified.** Photographs of projects will not be counted in the 25-page limit.

3.6 Number of Copies. The Proposer should submit one original Proposal and 10 copies. An original is a document that has been signed by the Proposer.

4. EFFECT OF SUBMISSION

4.1 Agreement - By submitting a Proposal, each Proposer agrees:

- a. to promptly furnish any additional information requested by the County in order to evaluate the Proposal;
- b. that its Proposal will remain open for at least 60 days after the opening of Proposals;
- c. that if selected, the Proposer will sign the Construction Contract within 10 days after notification of the selection by the County and will provide the required bonds and insurance in accordance with the provisions of the Construction Contract; and
- d. that it is bound by the Waiver of Claims set forth below.

4.3 WAIVER OF CLAIMS

EACH PROPOSER, BY SUBMISSION OF A PROPOSAL TO THIS RFP, WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN

CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE EVALUATIONS OF THE PROPOSALS, THE SELECTION OF THE PROPOSER AND ANY DISCLOSURE OF INFORMATION REGARDING THE PROPOSALS OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL CONSTITUTES THE PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP, INCLUDING THE SUBJECTIVE NATURE OF THE PROCESS, AND THE PROPOSER'S ACKNOWLEDGEMENT THAT THE EVALUATIONS ARE REQUIRED TO BE MADE AVAILABLE TO THE PUBLIC.

LIST OF ATTACHMENTS:

Attachment 1	Bid Specifications
Attachment 2	Insurance Requirements
Attachment 3	Schedule of Prevailing Wage Rates
Attachment 4	Chapter 176 Form
Attachment 5	Construction Contract Form
Attachment 6	Proposal Form
Attachment 7	Proposer Information Form

End of Instructions

ATTACHMENT 1

Bid Specifications

Basic scope of work is as follows:

1. Replace cabinets – stained, approximately 66 linear ft
2. Replace Countertops – quartz, approximately 55 linear ft.
3. Replace sink – metal, double, 10” deep
4. Demolition of cabinets/vinyl flooring, carpet and rubber base.
5. Install 5840 sf new vinyl flooring and 1400 lf of rubber base.
6. Replace faucet at kitchen.
7. Install new Microtopping Flooring at Baths 564 sf.
8. Painting all walls (approximately 11,600 sq ft.), no ceilings, and 23 door frames.

ATTACHMENT 2

INSURANCE REQUIREMENTS

A. General Requirements.

1. Contractor shall carry Insurance in the types and amounts indicated below for the duration of the Contract, or for such longer periods as may be specified.
2. Contractor must complete and forward the Certificate of Insurance to The County before the Contract is executed as verification of coverage required below. Contractor shall not commence Work until the required Insurance is obtained and until such insurance has been reviewed by The County. Approval of insurance by the County shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor. Contractor must also complete and forward the Certificate of Insurance to the County whenever a previously Identified policy period has expired, or there has been a change in insurers or coverage, as verification of continuing coverage,
3. Contractor's Insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A-VII or better.
4. The "other" insurance clause shall not apply when the County is an additional Insured shown on any policy. It is intended that policies required in the Contract, covering both the County and Contractor, shall be considered primary coverage as applicable.
5. If insurance policies are not written for amounts specified below, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
6. The County shall be entitled, upon requests and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
7. The County reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor. Provided, however, in event of any such adjustments by the County, Contractor shall be entitled to a Change Order for any increased costs Contractor incurs as a result of such adjustments.

8. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or during the required period of coverage, if coverage is required to be maintained after the Contract terminates.
9. Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
10. If the County-owned property is being transported or stored off-site by Contractor, then the Builders Risk policy will be endorsed for transit and storage, in an amount sufficient to protect the County's property.
11. The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of Contractor.
12. An Original Certificate of Insurance must be submitted to the County from the insurer/agent within 10 days after the Contract is signed, and prior to Work or services being performed under the Contract to evidence that the required insurance coverage is in place. Builder's Risk coverage is required to be in effect within 10 days after the Amendment establishing the Guaranteed Maximum Price for the Project has been approved by the County. **The County shall be named as an additional insured on all liability policies.** Waiver of Subrogation and notice of cancellation must be provided as set forth below. Contractor shall provide with sixty (60) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

All endorsements naming the County as additional insured, waivers, endorsements and notices of cancellation endorsements as well as the Certificate of Insurance and the Payment and Performance Bonds shall state the following information for the County:

Glasscock County, Texas
Attn.: County Judge
PO Box 67
Garden City, TX 79739

B. Required Coverage for Contractor.

1. General Liability Insurance covering all duties, services or work to be performed (under the contract); insurance will provide limits of:
 - Policy aggregate \$2,000,000
 - Each occurrence \$1,000,000
 - Products/completed operations aggregate \$1,000,000
 - Personal injury liability \$1,000,000
 - Fire damage liability \$50,000
 - Medical payments \$5,000

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- Blanket contractual liability coverage for liability assumed under this Contract and all contracts relative to this Project.
- Independent Contractors coverage
- Explosion, collapse and underground property damage
- Premises/operation
- Personal and advertising injury

(a) Waiver of Transfer Right of Recovery Against Others in favor of the County.

Continuous coverage must be maintained for the duration of this Contract and for not less than thirty-six (36) months following substantial completion of the Project.

2. Builder's Risk. All construction projects will require Builder's Risk insurance coverage for the Contract Amount.

3. Automobile Liability insurance, covering all vehicles (owned, leased and non-owned) with a Combined Single Limit of \$1,000,000 or as required by law, if higher.

(a) Waiver of Subrogation endorsement in favor of the County.

(b) Additional Insured endorsement in favor of the County.

4. Workers Compensation insurance providing the statutory benefits for the State of Texas and Employer's Liability Insurance for all contracts in the amount of:

- Bodily Injury by accident: \$500,000
- Bodily injury by Disease - each person: \$500,000
- Bodily injury by Disease policy limit: \$500,000

(a) Waiver of Subrogation in favor of the County.

6. Professional Liability Insurance to the extent required below with limits of \$1,000,000 occurrence/aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured.

Professional Liability Insurance is required for Work or services that require professional engineering or professional survey services, to meet the requirements of the Contract, including but not limited to trench safety systems, traffic control plans, and construction surveying, the Contractor or Subcontractors responsible for performing the professional services shall provide Professional Liability Insurance as described above. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The person providing the coverage is required to maintain continuous coverage for the duration of this Contract and for not less than thirty-six (36) months following substantial completion of the Project. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Contractor shall, on at least an annual basis, provide the County with a certificate of insurance as evidence of such insurance.

C. Contractor Notice to County of Cancellation of Coverage

The Contractor shall provide the County with notice of cancellation of coverage on any and all policies being cancelled at least 30 days prior to cancellation by providing written notice to:

Glasscock County, Texas
Attn.: County Judge
PO Box 67
Garden City, TX 79739

D. Required Coverage for Subcontractors

Contractor shall require each Subcontractor to provide at a minimum, (i) Worker's Compensation Insurance coverage on its employees in the amounts and with the coverage required above to be maintained by Contractor on its employees, and (ii) such other insurance as Contractor determines to be adequate for the protection of the County and Contractor. Contractor shall require waivers of subrogation from the insureds in favor of the County and Contractor.

ATTACHMENT 3

PREVAILING WAGE RATES

General Decision Number: TX190145 02/08/2019 TX145

Superseded General Decision Number: TX20180177

State: Texas

Construction Type: Building

County: Glasscock County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/08/2019

ASBE0066-004 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 20.79	11.12

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

IRON0263-019 06/01/2017

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.25	7.32

LABO0154-010 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.73	3.20

* PLUM0404-001 09/01/2018

	Rates	Fringes
PLUMBER.....	\$ 25.05	8.71

SUTX2009-032 04/20/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.50	0.00
BRICKLAYER.....	\$ 17.76	0.00
CARPENTER, Includes Drywall Hanging (Excludes Acoustical Ceiling Installation).....	\$ 13.46	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
ELECTRICIAN.....	\$ 15.85	0.00
LABORER: Common or General.....	\$ 8.72	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 9.50	0.00
LATHER.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43

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OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 15.80	0.00
PLASTERER.....	\$ 12.00	0.00
ROOFER.....	\$ 15.10	1.29
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 18.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24	0.35

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

ATTACHMENT 4
CHAPTER 176 FORM

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	OFFICE USE ONLY	
	<small>Date Received</small>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center"><small>Name of Officer</small></p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p align="center">_____ <small>Signature of vendor doing business with the governmental entity</small></p> <p align="center">_____ <small>Date</small></p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ATTACHMENT 5

CONSTRUCTION CONTRACT FORM

Construction Work Agreement

This Work Agreement (this "Agreement"), made as of _____, 201__ (the "Effective Date"), is by and between the County of Glasscock, Texas ("Owner") and _____ ("Contractor"). In consideration of the mutual covenants and agreements herein stated, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Work and Project Schedule.

- a. Contractor hereby agrees to provide all materials, supplies and labor necessary to perform the work in accordance with the Plans and Specifications (as hereinafter defined) and within the time period required by this Agreement. The Plans and Specifications are contained in (i) the Owner's Request for Proposals and the addendum thereto labeled as Addendum 1, copies of which are attached hereto as **Exhibit A**. Exhibit A is referred to herein as the "RFP". The RFP contains, in addition to plans and specifications, specific terms, conditions and requirements for the Work and for the performance of the Work by Contractor, and these terms are incorporated herein as part of this Agreement. Contractor agrees to perform all Work in a good and workmanlike manner, in accordance with the terms of this Agreement and all applicable laws.
- b. The Contractor shall be responsible for the acts and omissions of all subcontractors and suppliers performing Work pursuant to this Agreement, and shall supervise and direct the Work using the Contractor's best skill and attention. Contractor agrees that it has familiarized itself with the site for the Work and the adjoining areas and the prevailing weather conditions for the site for the time period for the performance of the Work, and that the Work can reasonably be performed within the Contract Time.
- c. The Work will commence on _____, 20__ and Contractor will cause Substantial Completion (as defined herein) of the Work to occur on or before _____, 20__, (the "Contract Time") subject to any extensions established by Change Order as provided herein. The term "Change Order" means a written agreement signed by the Owner and Contractor that modifies the provisions of this Agreement by describing a change (i) in the scope of the Work, including an increase or decrease in materials used, the change in the Contract Sum and the Contract Time, if applicable, or (ii) a change in the Contract Time. "Substantial Completion" or "substantially complete" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with this Agreement so that Owner can occupy and utilize the Work for its intended use. "Final Completion" shall mean the stage in the progress of the Work when all of the Work, other than punch-list items consisting of minor or cosmetic repairs and final clean up, has been completed in accordance with the Plans and Specifications and the terms of this Agreement. Contractor will promptly notify the Owner when Contractor believes the Work to be substantially complete, and Owner or Owner's agent will review the Work. If Owner agrees that the Work is substantially complete, the date on which Owner approves the Work as being substantially complete will be the date on which Substantial Completion has been achieved. Owner will similarly determine the date on which Final Completion occurs, including the provision of all warranties, training and the satisfaction of all final-out requirements for the Work. Unless the parties agree to a different date in writing, Final Completion must occur no later than 30 days after the date of Substantial Completion.

- d. If Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work by Owner due to reasons other than Contractor fault; (2) Owner's actions which interfere with Contractor's performance of the Work; (3) a suspension by Owner due to reasons other than Contractor fault; (4) concealed or unknown conditions which differ materially from the conditions indicated by the RFP, or if no conditions are indicated by the RFP, then from conditions which could reasonably have been expected to exist at the site of the Work by a person who had inspected the site and familiarized himself with relevant conditions; (4) an event of Force Majeure (as defined below); or (5) by other causes that Contractor asserts, and the Owner agrees, justify delay, then the Contract Time shall be extended for such reasonable time as Owner and Contractor may agree upon by Change Order. Contractor must notify Owner in writing as soon as Contractor first becomes aware of a condition causing a delay, and must submit a claim for the delay to Owner promptly after Contractor becomes aware of the delay. Any provision in this Agreement to the contrary notwithstanding, an extension of the Contract Time is the only remedy to which the Contractor is entitled in the event of a delay, unless the delay was caused by acts of the Owner constituting intentional interference with Contractor's performance of the Work, and then only to the extent that such interference continued after Contractor's written notice to the Owner providing details of the interference. In the event that the parties are not able to agree on a time extension either party may pursue dispute resolution. The exercise by Owner of any rights provided by this Agreement or applicable law will not constitute interference. Nothing in this provision is intended to limit the Owner's right to terminate this Agreement in accordance with the provisions of this Agreement.
- e. All subcontract and supply agreements entered into by Contractor must be in writing, and must reflect the terms and conditions of this Agreement that affect the subcontractors or suppliers, including without limitation, Owner's termination rights, the contingent assignment of the subcontracts and supply agreements, and subcontractor's obligations to pay the prevailing wage rates and to maintain worker's compensation insurance coverage on its employees. Contractor shall promptly pay all Subcontractors and Suppliers the amounts due to them in accordance with the terms of their subcontracts and supply agreements.
- f. Within 10 days after the Effective Date, Contractor will provide a construction schedule to Owner for its review and approval. Contractor will thereafter periodically provide the Owner with updated schedules, provided that the schedules cannot show a date for Substantial Completion or Final Completion that is later than the dates provided in this Agreement.
- g. Throughout the term of this Agreement, Contractor will keep Owner's property free from debris resulting from Contractor's activities, and in a reasonably clean condition.

2. Pricing and Payment.

- a. The cost of the Work is \$ _____ ("Contract Sum") which is based upon the Schedule of Values set forth on **Exhibit B**, which amounts were proposed by Contractor as lump sum amounts for the Work [with specific unit prices] as provided in Contractor's proposal to the RFP. The Contract Sum is subject to increase or decrease by Change Order for changes in the scope of Work. No increase in the Contract Sum will be permitted unless a description of the change in the Work and the amount of the increase in the Contract Sum are established in a Change Order in advance of the Work being performed. Contractor has not included sales tax in the Contract Sum because the Owner is exempt from the payment of sale and use taxes. If any other tax on the Work is determined to be applicable at a later date, for which Owner is not exempt, then Owner shall be responsible for the cost of such tax.

- b. Subject to the terms and provisions of this Agreement, if Contractor submits a monthly invoice to Owner not later than the 15th day of a month, Owner shall make payment of amounts for Work properly performed to Contractor not later than the 15th day of the following month. If an invoice is submitted by Contractor after the 15th day of a month, payment shall be made by the Owner not later than the last day of the following month. If Owner fails to pay any undisputed invoice when due hereunder for Work performed in accordance with this Agreement, Contractor may, without prejudice to any other available remedies, provide written notice to Owner that payment has not been received, and that Contractor intends to suspend work for nonpayment pursuant to the provisions of Section 2251.051 of the Texas Government Code. Thereafter the Contractor may suspend performance of the Work ten days after the notice is given, or such other date as may be prescribed by statute, until payment of the amount owing has been received together with the amount of the Contractor's costs of demobilization, and remobilization, if applicable.
- c. Retainage in the amount of five percent (5%) of each progress payment may be withheld by Owner from each progress payment, provided, that retainage shall not be withheld for the cost of irrigation materials incorporated into the Work or suitably stored and protected on site for incorporation into the Work. Owner shall release the retainage payable to Contractor with payment of Contractor's invoice upon Final Completion of the Work.
- d. Owner may withhold, in good faith, any payment or any amount to be paid to Contractor for the Work, as Owner determines to be necessary to protect itself from loss or damages due to (a) non-conforming or defective work or Materials which Contractor has not cured within ten (10) days after receiving written notice from Owner (or such longer period if mutually agreed upon); (b) a claim being asserted for personal injury or property damage arising from Contractor's activities; (c) a claim for unpaid amounts asserted by a subcontractor or supplier; (d) the failure of the Contractor to perform one or more of its obligations under this Agreement; (e) the cost of completing the remaining Work being more than the unexpended portion of the Contract Sum; or (f) any material default by Contractor under the terms of this Agreement.

When the above matters are rectified, such amounts as may then be due and owing to Contractor shall be paid or credited to Contractor. Owner shall have the right to set off any amounts owed to Contractor against amounts which Contractor owes to Owner.

- e. No payment made under this Agreement by Owner, and no review, assessment or inspection of the Work made by Owner or by a person acting for or on behalf of Owner, shall constitute an acceptance of incomplete, non-conforming or defective Work or materials.
- f. As a condition to payment, Contractor shall provide such Bills Paid Affidavits, and conditional and unconditional lien waivers and release of claims as Owner may require covering the Work of Contractor and any subcontractor or supplier of any tier.

3. Insurance, Bonds and Indemnification.

- a. Contractor will provide, at a minimum, the insurance as set forth in **Exhibit C** and will obtain renewals thereof through the expiration of the one-year warranty period following Substantial Completion as described in the RFP. Contractor will provide Owner with a Certificate of Insurance showing that the required coverage is in place no later than ten (10) days after this Contract is signed and before the Work commences, and thereafter promptly after each renewal or change in insurer or coverage. No lapse in coverage is permitted. Contractor shall purchase and maintain the insurance required by this

Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the project is located at the time the insurance is issued, with an AM Best rating of AVII or better.

Contractor will require its subcontractors to maintain worker's compensation insurance on all of their employees in accordance with the provisions of Section 406.096 of the Texas Labor Code, from an insurer authorized to issue such insurance in the State of Texas.

- b. Contractor shall furnish performance and payment bonds in the form for public works projects under Section 2253 of the Texas Government Code in the full amount of the Contract Sum no later than ten (10) days after execution of this Agreement and prior to the commencement of any Work.
- c. Owner shall be responsible for purchasing and maintaining Owner's usual liability insurance, if any. Contractor shall be responsible for the safety and protection of materials and equipment incorporated into the Work until the Work is substantially complete. Contractor shall be responsible for the safety and protection of material, tools, supplies and equipment stored on the site which are not incorporated into the Work, until the time that such property is removed, which shall occur no later than the date of Final Completion.
- d. In addition to the other rights and remedies of Owner, Owner has the right to terminate Contractor's right to perform the Work without terminating this Agreement in the event of Contractor's default, after giving Contractor ten day's written notice and opportunity to cure, whereupon Owner or the surety will have the right to perform the Work or to cause it to be performed by another contractor. Owner and the surety will have the right but not the obligation to use Contractor's Subcontractors and suppliers in the performance of the Work, and Contractor hereby assigns the subcontracts and supply agreements to Owner and/or the surety, contingent on the termination of Owner's right to perform the Work and the written agreement of the Owner and surety to accept the assignment.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, AND ITS MANAGERS, OFFICERS, AGENTS, REPRESENTATIVES MEMBERS OF ITS GOVERNING BODY AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, COSTS, EXPENSES, SUITS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, OR LIABILITY (INCLUDING REASONABLE ATTORNEY'S FEES) ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF PROPERTY, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS SUBCONTRACTORS, SUPPLIERS, SUB-SUBCONTRACTORS OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR'S OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY THE PROVISIONS OF ANY WORKER'S COMPENSATION OR SIMILAR ACT, OR OF ANY INSURANCE POLICY. CONTRACTOR'S OBLIGATIONS SHALL SURVIVE TERMINATION OR COMPLETION OF THE CONTRACT, AND TERMINATION OF THE CONTRACTOR'S RIGHT TO PERFORM THE WORK.

It is the intent of the parties to this Contract not to violate the provisions of chapter 151 of the Texas Insurance Code. In the event the provisions of this Contract violate the provisions of chapter 151 of

the Texas Insurance Code, this Contract is revised to limit this Contract to comply with chapter 151 of the Texas Insurance Code.

4. Contractor's Warranty.

- a. Contractor warrants to Owner that materials and equipment furnished under this Agreement will be of good quality, free from damage and defects, and new. Contractor further warrants that the Work will be performed in a good and workmanlike manner, in accordance with the terms of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements will be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor (except in the event of a default by Contractor in repairing or replacing defective Work), or improper operation.
 - b. Contractor will provide the warranties described in Section 1.19 and elsewhere in the RFP and shall warrant, or require its supplier to warrant in writing, the terms set out in Section 1.19 F of the RFP.
 - c. Contractor hereby assigns to Owner, effective as of the time of Substantial Completion of the Work, any and all manufacturer's and or seller's, subcontractor's and supplier's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve all such manufacturers' warranties. The warranties will meet the requirements in Exhibit A.
5. As required by Chapter 2258 of the Texas Government Code, Contractor shall pay, and shall require its subcontractors to pay, all persons performing labor in connection with the Work, not less than the prevailing wage rates set out in Exhibit "D" to this Agreement.

Contractor or a subcontractor who violates these provisions is required by law to pay to Owner \$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 herein.

The Contractor and each subcontractor shall keep a record showing:

- (1) the name and occupation of each worker employed by the Contractor or subcontractor in the construction of the Work; and
- (2) the actual per diem wages paid to each worker.

The record shall be open at all reasonable hours to inspection by officers and agents of Owner.

In the event of a complaint of a breach of these requirements by Contractor or a subcontractor, Owner shall have the right to make a determination as provided by law, and to retain any amount due under the Contract pending a final determination of the violation.

6. Owner has the right to terminate this Agreement for Owner's convenience by giving Owner thirty (30) days written notice of termination. Upon a termination by Owner for convenience, Owner will pay the Contractor for all Work properly performed to the date of termination, and the reasonable cost incurred by Contractor in returning materials which have not been used and which Owner does not want, including transportation and restocking fees. Owner shall not have any further payment obligations with regard to a termination for convenience.

7. In addition to all other rights and remedies available to Owner, Owner has the right to terminate this Agreement for Contractor's default, after providing Contractor with 10 days' written notice and opportunity to cure.
8. If Contractor fails to perform the Work in accordance with the terms of this Agreement or fail to perform any provision of this Agreement, Owner, after five (5) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies or contract with another contractor to perform such Work, and may deduct the cost thereof from the payment then or thereafter due Contractor. If the cost to perform or complete the Work is more than the remaining amount of the Contract Sum, Contractor will be liable to Owner for the amount paid by Owner, and Contractor must pay the amount within thirty (30) days after demand.
9. Contractor is solely responsible for implementing and administering such safety programs and procedures as are necessary to protect persons performing labor and persons using the property from being injured during or as a result of the construction activities, including, but not limited to, installing safety fencing, warning signs, and enforcing OSHA requirements. Contractor is solely responsible for providing all security measures to protect materials, equipment, tools, and supplies stored on the property, and the Work, from theft, vandalism, loss and damage until Substantial Completion.
10. Exhibits. The following Exhibits are made part of this Agreement:
 - a. Exhibit A Owner's Request for Proposals
 - b. Exhibit B Schedule of Values
 - c. Exhibit C Insurance Requirements
 - d. Exhibit D Prevailing Wage Rates

11. Miscellaneous.

- a. The Agreement shall be governed by the law of the place where the project site is located, excluding that jurisdiction's choice of law rules. Venue shall be in courts of competent jurisdiction in Glasscock County, Texas. In the event that suit cannot be brought or maintained in a state court, then the parties agree that venue shall lie in the federal district courts of the Western District of Texas- Austin Division.
- b. In the event that litigation is brought to enforce any term, covenant or condition of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and related expenses.
- c. Neither Contractor nor Owner shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, flood, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, severe and unusual weather conditions, or like causes beyond the reasonable control of such party which could not have been reasonably anticipated and avoided through the exercise of reasonable care ("Force Majeure").
- d. This Agreement may be executed by the parties in any number of counterparts, each of which will be deemed an original instrument, but all of which together will constitute but one and the same

agreement. A signed counterpart, or the signed Agreement, when transmitted by email, will have the same force and effect as the delivery of an original document.

- e. All covenants, agreements, indemnities, guarantees, and warranties made by Contractor shall survive the completion or termination of this Agreement or termination of the Contractor's right to perform the Work.
- f. If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement. In addition, the remaining portion of the Agreement shall be reformed, to the greatest extent possible, to achieve as closely as possible the intent of the parties in the original Agreement, but in a manner, which is not illegal, invalid or unenforceable.
- g. This Agreement, including the Exhibits, which are incorporated into this Agreement, constitute the entire agreement between the parties as to the subject matter hereof and supersedes all prior oral or written agreements. This Agreement can only be modified by a written modification signed by the parties, including a Change Order.
- h. Contractor acknowledges that the failure of the Contractor to achieve Substantial Completion by the date required by this Agreement will result in damages to Owner which are difficult to determine, and that the amount specified in Section 1.9 of the RFP is a reasonable estimate of the damages that Owner will sustain as a result of Contractor's failure to achieve Substantial Completion by the date provided in this Agreement due to Contractor's unexcused delay. Owner will have the right to withhold the liquidated damages from amounts payable to Contractor under this Agreement. Owner has the right, but not the obligation, to reduce the amount of liquidated damages assessed against Contractor. The liquidated damages are the Owner's sole remedy for delay damages resulting from Contractor's unexcused delay.
- i. Any notice to be given hereunder by either party to the other shall be in writing, and may be delivered by courier, regular mail, certified mail, postage prepaid, return receipt requested, or by email to the addresses set forth below. Notice sent by certified mail, return receipt requested will be deemed delivered, whether or not actually received, three days after the notice is deposited in a U.S. Post Office drop box. Notice given in any other matter will be deemed delivered when and if actually received.

If to Owner:

Glasscock County
Attn.: County Judge

Phone: _____

Email: _____

If to Contractor:

Attn: _____

Phone: _____
Email: _____

- j. If the parties are not able to resolve a dispute through negotiation, the parties agree to mediate the dispute in good faith before filing suit for damages.

- k. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is certifying to the Owner that all employees of the Contractor who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project. Contractor is also representing that it will require all subcontractors to provide worker's compensation coverage on all employees who will provide services on the Project for the duration of the Project and to provide written certifications of such coverage to Contractor. Contractor will provide the certifications to Owner. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. The Contractor's failure to comply with any of these provisions is a breach of this Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

[Signature page follows]

In witness whereof the parties have executed this Agreement as of the Effective Date:

OWNER:
County of Glasscock, Texas

By: _____
County Judge

CONTRACTOR:

By: _____

Name: _____

Title : _____

**Exhibit A to Construction Agreement
Owner's Request for Proposals**

**Exhibit B to Construction Agreement
Schedule of Values**

**Exhibit C to Construction Agreement
Insurance Requirements**

A. General Requirements.

3. Contractor shall carry Insurance in the types and amounts indicated below for the duration of the Contract, or for such longer periods as may be specified.

2. Contractor must complete and forward the Certificate of Insurance to The County before the Contract is executed as verification of coverage required below. Contractor shall not commence Work until the required Insurance is obtained and until such insurance has been reviewed by The County. Approval of insurance by the County shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor. Contractor must also complete and forward the Certificate of Insurance to the County whenever a previously Identified policy period has expired, or there has been a change in insurers or coverage, as verification of continuing coverage,

3. Contractor's Insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M, Best ratings of A-VII or better.

4. The "other" insurance clause shall not apply when the County is an additional Insured shown on any policy. It is intended that policies required in the Contract, covering both the County and Contractor, shall be considered primary coverage as applicable.

5. If insurance policies are not written for amounts specified below, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6. The County shall be entitled, upon requests and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

7. The County reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor. Provided, however, in event of any such adjustments by the County, Contractor shall be entitled to a Change Order for any increased costs Contractor incurs as a result of such adjustments.

8. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or during the required period of coverage, if coverage is required to be maintained after the Contract terminates.
9. Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
10. If the County-owned property is being transported or stored off-site by Contractor, then the Builders Risk policy will be endorsed for transit and storage, in an amount sufficient to protect the County's property.
11. The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of Contractor.
12. An Original Certificate of Insurance must be submitted to the County from the insurer/agent within 10 days after the Contract is signed, and prior to Work or services being performed under the Contract to evidence that the required insurance coverage is in place. Builder's Risk coverage is required to be in effect within 10 days after the Amendment establishing the Guaranteed Maximum Price for the Project has been approved by the County. **The County shall be named as an additional insured on all liability policies.** Waiver of Subrogation and notice of cancellation must be provided as set forth below. Contractor shall provide with sixty (60) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

All endorsements naming the County as additional insured, waivers, endorsements and notices of cancellation endorsements as well as the Certificate of Insurance and the Payment and Performance Bonds shall state the following information for the County:

Glasscock County, Texas
Attn.: County Judge
PO Box 67
Garden City, TX 79739

B. Required Coverage for Contractor.

1. General Liability Insurance covering all duties, services or work to be performed (under the contract); insurance will provide limits of:
 - Policy aggregate \$2,000,000
 - Each occurrence \$1,000,000
 - Products/completed operations aggregate \$1,000,000
 - Personal injury liability \$1,000,000
 - Fire damage liability \$50,000

- Medical payments \$5,000
- Blanket contractual liability coverage for liability assumed under this Contract and all contracts relative to this Project.
- Independent Contractors coverage
- Explosion, collapse and underground property damage
- Premises/operation
- Personal and advertising injury

(a) Waiver of Transfer Right of Recovery Against Others in favor of the County.

Continuous coverage must be maintained for the duration of this Contract and for not less than thirty-six (36) months following substantial completion of the Project.

4. Builder's Risk. All construction projects will require Builder's Risk insurance coverage for the Contract Amount.

3. Automobile Liability insurance, covering all vehicles (owned, leased and non-owned) with a Combined Single Limit of \$1,000,000 or as required by law, if higher.

(a) Waiver of Subrogation endorsement in favor of the County.

(b) Additional Insured endorsement in favor of the County.

4. Workers Compensation insurance providing the statutory benefits for the State of Texas and Employer's Liability Insurance for all contracts in the amount of:

- Bodily Injury by accident: \$500,000
- Bodily injury by Disease - each person: \$500,000
- Bodily injury by Disease policy limit: \$500,000

(a) Waiver of Subrogation in favor of the County.

6. Professional Liability Insurance to the extent required below with limits of \$1,000,000 occurrence/aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured.

Professional Liability Insurance is required for Work or services that require professional engineering or professional survey services, to meet the requirements of the Contract, including but not limited to trench safety systems, traffic control plans, and construction surveying, the Contractor or Subcontractors responsible for performing the professional services shall provide Professional Liability Insurance as described above. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The person providing the coverage is required to maintain continuous coverage for the duration of this Contract and for not less than thirty-six (36) months following substantial completion of the Project. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Contractor shall, on at least an annual basis, provide the County with a certificate of insurance as evidence of such insurance.

E. Contractor Notice to County of Cancellation of Coverage

The Contractor shall provide the County with notice of cancellation of coverage on any and all policies being cancelled at least 30 days prior to cancellation by providing written notice to:

Glasscock County, Texas
Attn.: County Judge
PO Box 67
Garden City, TX 79739

F. Required Coverage for Subcontractors

Contractor shall require each Subcontractor to provide at a minimum, (i) Worker's Compensation Insurance coverage on its employees in the amounts and with the coverage required above to be maintained by Contractor on its employees, and (ii) such other insurance as Contractor determines to be adequate for the protection of the County and Contractor. Contractor shall require waivers of subrogation from the insureds in favor of the County and Contractor.

**Exhibit D to Construction Agreement
Prevailing Wage Rates**

General Decision Number: TX190145 02/08/2019 TX145

Superseded General Decision Number: TX20180177

State: Texas

Construction Type: Building

County: Glasscock County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/08/2019

ASBE0066-004 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 20.79	11.12

BOIL0074-003 01/01/2017

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	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

IRON0263-019 06/01/2017		

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.25	7.32

LABO0154-010 05/01/2008		

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.73	3.20

* PLUM0404-001 09/01/2018		

	Rates	Fringes
PLUMBER.....	\$ 25.05	8.71

SUTX2009-032 04/20/2009		

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.50	0.00
BRICKLAYER.....	\$ 17.76	0.00
CARPENTER, Includes Drywall Hanging (Excludes Acoustical Ceiling Installation).....	\$ 13.46	0.00
CEMENT MASON/CONCRETE FINISHER...\$	13.27	0.00
ELECTRICIAN.....	\$ 15.85	0.00
LABORER: Common or General.....\$	8.72	0.00
LABORER: Landscape & Irrigation.....\$	8.50	0.22
LABORER: Mason Tender - Brick...\$	12.02	0.00
LABORER: Mortar Mixer.....\$	9.50	0.00
LATHER.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	13.75	0.00
OPERATOR: Bulldozer.....\$	12.80	0.43

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OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 15.80	0.00
PLASTERER.....	\$ 12.00	0.00
ROOFER.....	\$ 15.10	1.29
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 18.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24	0.35

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the
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cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

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determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

ATTACHMENT 6

PROPOSAL FORM

**GLASSCOCK COUNTY RFP FOR REMODEL OF GLASSCOCK COUNTY
COMMUNITY CENTER PROJECT**

Submitted by: _____ (“Proposer”)

Authorized Signature: _____

Date: _____ Phone No.: _____

Email Address: _____

A. The Proposer submits this Proposal, together with:

1. The completed Proposer Information Form attached hereto,
2. A corporate resolution or other documentation if Proposer is an entity, to show authorization to make this Proposal and the authority of the person signing the Proposal;
3. The Proposal Guaranty;
4. The financial and other information required to be submitted as described in the Proposer Information Form;
5. A specimen certificate of insurance showing Proposer’s current insurance coverage;
6. The Surety’s letter of bondability; and
7. The completed Chapter 176 Form.

Proposer has also included a separate sheet of paper in an envelope containing:

- a) the name of the Proposer,
- b) the total amount for all the Project work.

B. Proposer’s Proposal for the Glasscock County Community Center work is:

\$ _____ (total)

\$ _____ (materials)

\$ _____ (labor)

C. The Proposer acknowledges that it is Proposer’s obligation to obtain copies of all Addenda and that Proposer’s Proposal will be interpreted in accordance with the provisions of the RFP and all issued Addenda, whether or not Proposer has reviewed them.

D. In submitting this Proposal, the Proposer agrees to the terms set forth in the RFP, and represents to the County that to the best of its knowledge and belief, the information contained in this

Proposal and the Proposer Information Form, and otherwise provided in connection with this RFP, is true, accurate and complete.

- G. BY SUBMITTING THIS PROPOSAL, PROPOSER IS WAIVING ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE EVALUATIONS OF THE PROPOSALS, THE SELECTION OF A PROPOSER AND ANY DISCLOSURE OF INFORMATION REGARDING THE PROPOSALS OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL INDICATES THE PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS REQUEST FOR PROPOSALS, INCLUDING THE SUBJECTIVE NATURE OF THE PROCESS, AND THE PROPOSER'S ACKNOWLEDGEMENT THAT THE EVALUATIONS ARE REQUIRED TO BE MADE AVAILABLE TO THE PUBLIC.**

ATTACHMENT 7

PROPOSER INFORMATION FORM

Each Proposer must provide the following information with its Proposal. Use additional sheets if necessary. If additional sheets are used, clearly indicate the question number to which you are responding. Responses must be typed or legibly printed. Illegible responses will not be considered.

1. General Information Regarding Proposer

- A. Name of Proposer: _____
- B. Number of years in Business: _____
- C. Type of Organization: Individual: ___ Partnership: ___ Corporation: ___
Limited Liability Company: ___; Other (Specify) _____
- D. Number of Employees: _____
- E. Annual Sales Volume: _____
- F. Location of office from which Proposer will conduct work.
- G. Proposer's Contact Person who is duly authorized to provide information and respond to questions regarding this RFP:

Name: _____
Address: _____
Phone: _____
Fax.: _____
Email: _____
- H. Does any relationship exist between the Proposer, its officers, principals, or employees and any of the County's officers, or members of the commissioner's court? If yes, please explain.

2. Financial Information

- A. Provide copies of the Proposer's financial statements for the past three (3) years. Provide audited financial statements, if available. Reviewed or compiled financial statements will be acceptable, but audited financial statements will be given more weight under the scoring process.

Commented [KH1]: What are our less stringent options here?

B. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

C. State whether Proposer is currently in default on any loan agreements or financing agreements with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

D. State whether Proposer is currently contemplating or has pending a petition in bankruptcy for debt relief, or whether a creditor has threatened to file an involuntary petition against Proposer.

E. Provide the name and contact information for a banking reference from the bank at which you maintain your commercial accounts for your business.

3. Qualifications and Experience

A. Briefly describe the Proposer's experience with similar types of renovation projects.

B. Describe at least 3 projects similar to the County's Project which the Proposer has completed in the last three years, with pictures, if available. Provide:

- (i) the name of the owner of the project at the time of construction, and
- (ii) either letters of reference from the owners of the projects or the name and current phone number of the owner, or a representative of the owner, for each project, who can provide a reference for your work.

C. State whether there are currently any lawsuits pending against the Proposer, or whether any have been filed against the Proposer in the last 5 years, regarding a breach of a construction contract, or involving the construction work performed by Proposer.