

**Request for Sealed Bids  
Caldwell County, Texas, RFB 26CCP01B**

**BIDS MUST BE RECEIVED ON OR BEFORE**

**3:00 P.M. CST ON March 25<sup>th</sup>, 2026.**

**Addressed to:  
Caldwell County Purchasing Dept.  
Attn: Dominique Esquivel  
110 S. Main St. Room 203  
Lockhart, Texas 78644**

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

The Commissioners Court (the “**Court**”) of Caldwell County, Texas (the “**County**”) has delegated to the Caldwell County Purchasing Department the authority to issue a Request for Bids (“**RFB**”) for the selection of a qualified general contractor or contractors (“**Contractor**” and/or “**Bidder**”) with respect to RFB 26CCP01B (the “**Project**”) for Caldwell County, Texas.

**INSTRUCTIONS FOR BIDS**

**1. GENERAL INFORMATION**

- 1.1. Description of Project – The Project includes the remodel and renovation of existing restroom facilities located at 405 E. Market Street, Lockhart, TX 78644 utilizing the specifications contained in **Attachment 1**.
- 1.2. The Contractor will be responsible for providing all materials, equipment, machinery, and labor necessary to perform the Projected as specified in Section 1.1 and **Attachment 1**. 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.
- 1.3. Insurance. The Contractor must provide the insurance required in **Attachment 2** within ten (10) days of executing the Construction Contract. **The Contractor and all subcontractors must maintain Workers’ Compensation Insurance for all employees**, following all regulations outlined in this RFB, the Construction Contract, and Title 5, Subtitle A of the Texas Labor Code.
- 1.4. 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 Caldwell 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.

1.5. Required Texas Ethics Commission Forms.

- a. Chapter 176 Form. As part of its bid, the Bidder 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>

1.6. Additional Required Form: A signed statement in the form attached hereto as **Attachment 5** is required pursuant Title 10, Subtitle F of the Texas Government Code, that Bidder does not, among other things, conduct business with foreign terrorist organizations, boycott Israel or energy companies, or discriminate against firearm entities, now or during the term of any awarded contract.

1.7. Construction Contract. The construction contract to be used will be on a contract form provided by the County (the “**Construction Contract**”), substantially in the form attached hereto as **Attachment 8**. Any comments or changes to the Construction Contract shall be included in the Bidder’s response to this RFB. No comments or changes will be made to the Construction Contract after award.

1.8. Liquidated Damages. The County will have the right to assess liquidated damages in the amount of \$100 per day for each day beyond the substantial completion date provided in the Construction Contract in which substantial completion is not achieved due to the Contractor’s unexcused delay.

1.9. Warranty. Bidder will warranty the workmanship for no less than one year.

1.10. Public Information. All information, documentation, and other materials requested to be submitted in response to this RFB are subject to public disclosure in accordance with the provisions of the Texas Public Information Act (TEX. GOV’T CODE, Chapter 552.001, *et seq.*). If the Bidder believes that any of the information provided in connection with this RFB is confidential or otherwise exempt from disclosure under the Texas Public Information Act, the Bidder must write the word “Confidential” conspicuously at the top of each page which Bidder believes contains confidential information and 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 Bidder, the County will endeavor to notify the Bidder of the request, and, if required submit a request to the Texas Attorney General for a ruling on the disclosure of the requested information, notifying Bidder of their right to file additional responses in support of non-disclosure. It will be the obligation of the Bidder, however, at the Bidder’s sole cost and expense, to pursue the request for a determination and to provide the Texas Attorney General with information to support the Bidder’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.

## 2. BID PROCESS

2.1. Point of Contact. The County's designated Point of Contact for the Project is:

Dominique Esquivel Email: [dominique.esquivel@co.caldwell.tx.us](mailto:dominique.esquivel@co.caldwell.tx.us)

2.2. All questions and communication regarding this Project must be sent **BY EMAIL** to the Point of Contact no later than **5:00 p.m. CST on Wednesday, March 18<sup>th</sup>, 2026**. If the County determines that a response is required, the County will respond through an Addendum to this RFB posted on the County's website and BidNet Direct website.

a. **Prospective Bidders are prohibited from contacting the County Judge, County Commissioners, and other County officials or employees, other than the designated Point of Contact, either directly or through representatives, regarding this RFB or the Project. Failure to comply with this requirement may be grounds for rejection of a bid.**

2.3. Pre-Bid Meeting. There will be two **optional** pre-bid walkthrough meetings on:

Monday, February 23<sup>rd</sup>, 2026, at 10am CST. **OR** Monday, March 2<sup>nd</sup>, 2026, at 10am CST.

2.4. Addenda. All Addenda to this RFB will be posted on the County's website and BidNet Direct website. Bidders are responsible for determining that they have reviewed all posted Addenda and will be bound by the terms of this RFB as amended by all Addenda.

2.5. Bids must comply with the requirements set forth in Section 3 of these Instructions to Bidders.

2.6. Bid Guaranty; Selection of Contractor.

a. The County requires that each Bidder submit with its response to this RFB (its "**Bid**"), a Bid guaranty (the "**Bid Guaranty**") in the amount of fifteen percent of the Bidder's total Bid for the contract amount for the work in the form of either (i) a bid bond issued by a treasury-listed surety licensed to issue bonds in the State of Texas; or (ii) a certified check made payable to Caldwell County, Texas, issued by a solvent financial institution with an office or branch in the State of Texas.

b. The Bid Guaranty will secure the obligations of the selected Bidder to (i) execute and deliver to the County an acceptable Construction Contract provided or approved by the County within ten (10) days after the Construction Contract has been provided to the Bidder for execution, and (ii) provide to the County within ten (10) days after execution of the Construction Contract:

I. a Certificate of Insurance showing that the Bidder 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.

III. The Bid Guaranties submitted by Bidders who are not selected will be returned to them within thirty (30) days after the earlier of the date (A) the County has executed a Construction Contract with a Bidder who has executed the

Construction Contract and provided insurance and bonds as required herein or (B) the County has rejected all Bids.

- c. In the event that the selected Bidder fails to perform the obligations described in this Section 2.6 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 Bidder, and to award the contract to the next-ranked Bidder, subject to that Bidder's obligations for timely execution and delivery of the Construction Contract, bonds and insurance, or (ii) reject any or all Bids.
- 2.7. Place for Submitting Bids. Bids must be submitted by mail or hand delivery (including courier service) to:

**Caldwell County Purchasing Department**  
**110 S Main St., Room 203, Lockhart, TX 78644**

Electronic bids must be submitted to: [www.bidnetdirect.com//caldwellcounty](http://www.bidnetdirect.com//caldwellcounty)

**BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE CONSIDERED**

- 2.8. Deadline for Receiving Bids. Bids must be received in office or online as described in Section 2.7 above, **no later than 3:00 p.m. CST on March 25<sup>th</sup>, 2026** (the “**Bid Deadline**”). The clock used by the County at the place for submitting Bids shall conclusively determine the time that Bids are received.
  - a. **THE COUNTY WILL NOT CONSIDER BIDS RECEIVED AFTER THE BID DEADLINE.**
  - b. The Bid Deadline may be extended by the County by Addendum to this RFB.
- 2.9. Time and Place of Opening of Bids. Bids will be opened, and the names of the Bidders and the contract amounts will be read aloud in an open meeting to be held at 3:00pm CST on March 25<sup>th</sup>, 2026, 110 S. Main St, Room 203, Lockhart, Texas.
- 2.10. Method of Selecting Contractor
  - a. The Contractor that submits the lowest Bid that incorporates all the required services as listed in Section 1.1 and provides evidence that it can and will comply with all listed requirements herein will be awarded the contract if the Commissioners Court determines the Contractor's Bid is in the best interest of Caldwell County and its taxpayers.
  - b. The County reserves the right to:
    - i. Reschedule, extend, or cancel this RFB at any time;
    - ii. Waive formalities or irregularities in the Bids or in the bidding process;
    - iii. Consider, at its discretion, submissions not made in compliance with this RFB, to the extent permitted by law; and/or

- iv. Reject any and all Bids.

### 3. FORMAT AND REQUIREMENTS FOR BIDS

- 3.1 Sealed Envelope. Bids must be submitted in a sealed envelope that states on the outside:
  - a. "Bid for RFB 26CCP01B Restroom/Lavatory Remodel", **AND**
  - b. The name and address of the Bidder
- 3.2 Form of Bid for the Work. Bids for the Work should be submitted on the **BID FORM** attached hereto as **Attachment 7**. Bids should itemize:
  - a. The total cost of the project;
  - b. Estimated time for substantial completion; **AND**
  - c. **BE SIGNED BY BIDDER.**
- 3.3 Bid Information Form. The Bid must contain the completed **BIDDER INFORMATION FORM** set out in **Attachment 6** to these Instructions.
- 3.4 Additional Submissions. Bids should include:
  - a. The Bid Guaranty described in Section 2.6 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 Bidder.
  - c. A specimen certificate of insurance showing the insurance coverage that the Bidder **CURRENTLY** maintains.
  - d. The completed Chapter 176 Form in **Attachment 4** to these Instructions. **AND**
  - e. The completed Texas Government Code Verification Form in **Attachment 5**, as described in Section 1.6 above.
- 3.5 Page size. Bids should be on the form mentioned in 3.2 on 8.5 x 11 paper.
- 3.6 Number of Copies. The bidder should submit **ONE ORIGINAL BID AND ONE COPY.** Copy can be on a flash drive. An original is a document containing the Bidder's signature.
- 3.7 Bidders are requested to include with their Bids a separate sheet of paper in an envelope containing:
  - a. the name of the Bidder; and
  - b. the proposed project cost.

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

### 4. DOCUMENTS

- 4.1 Online procurement and contracting documents may be obtained by contacting the County Auditor or the Purchasing Department.
- 4.2 Viewing procurement and contracting documents may be examined at the following:
  - a. The Purchasing Bid Requests page on the County website:  
<https://www.co.caldwell.tx.us/page/BidRequests>
  - b. Online at: [www.bidnetdirect.com//caldwellcounty](http://www.bidnetdirect.com//caldwellcounty)

## 5. EFFECT OF SUBMISSION

- 5.1 Agreement. By submitting a Bid, each Bidder agrees:
  - a. To promptly furnish any additional information requested by the County to facilitate evaluation of the Bid.
  - b. That if selected, the Bidder 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
  - c. That it is bound by the Waiver of Claims set forth in Section 7, below.

## 6. TIME OF COMPLETION

The successful bidder shall begin the work on receipt of the Notice to Proceed and shall complete the work within the contract time.

## 7. WAIVER OF CLAIMS

**EACH BIDDER, BY SUBMISSION OF A BID TO THIS RFB, WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE EVALUATIONS OF THE BIDS, THE SELECTION OF THE BIDDER AND ANY DISCLOSURE OF INFORMATION REGARDING THE BIDS OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE BIDDER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS REQUEST FOR BIDS, INCLUDING THE SUBJECTIVE NATURE OF THE PROCESS, AND THE BIDDER'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	Texas Government Code Verification
Attachment 6	Bidder Information Form
Attachment 7	Bid Form
Attachment 8	Construction Contract Form

**End of Instructions**

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## **ATTACHMENT 1 BID SPECIFICATIONS**

### **Demolition**

- Removal of existing fixtures, partitions, flooring, lighting, and associated components.
- Proper disposal in compliance with Texas environmental and waste-handling regulations.

### **Construction & Installation**

- Installation of ADA-compliant fixtures and accessories per Texas Accessibility Standards (TAS).
- Installation of new flooring, wall finishes, lighting, plumbing fixtures, partitions, mirrors, and cabinetry.
- Installation of new bathroom stalls prefab, mirrors, paper towel dispensers, handicap bars
- Installation of men's and women's bathroom doors (wood, solid core slab and jams)
- Demo old door, install new door and hardware
- Installation of insulation, sheetrock walls and ceiling and vinyl baseboards
- Paint wall, ceilings and trim; walls 1 color, ceilings 1 color
- Compliance with IBC, NEC, plumbing codes, and all Texas amendments.

### **Plumbing & Electrical**

- Re-routing or replacement of plumbing and electrical systems where necessary.
- Demo concrete to locate main drain for tie in; bathroom fixtures, toilets
- Women's bathroom; 4 toilets, 3 wall mounted sinks and 4-inch faucets, 1 floor drain with primer trap
- Men's bathroom; 2 toilets, 2 urinals, 2 wall mounted sinks and faucets, 1 floor drain with primer trap
- Family bathroom; 1 toilet
- Compliance with Texas Health and Safety Code and local ordinances.

### **Inspections & Permits**

- Contractor must obtain all permits and pass all inspections.
- Compliance with local building codes and the Texas Administrative Code.

### **Final Cleanup & Turnover**

- Complete cleaning, debris removal, and disposal.
- Delivery of O&M manuals, warranty documentation, and final inspection records

## **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 the 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. It 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, 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 of 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. However, in the event of any such adjustments by the County, the Contractor shall be entitled to a Change Order for any increased costs the 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. The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in policies. All deductible 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 the Contractor, then the Builders Risk policy will be endorsed for transit and storage, at 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 within 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:

**Caldwell County, Texas**  
**Attn.: County Judge**  
**110 South Main Street,**  
**Lockhart, TX 78644**

#### **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

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 covers 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 is 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.
5. 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:

Caldwell County, Texas  
Attn.: County Judge  
110 S. Main Street  
Lockhart, TX 78644

**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. The contractor shall require waivers of subrogation from the insureds in favor of the County and Contractor.

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### ATTACHMENT 3 PREVAILING WAGE RATES

**General Decision Number:** TX20260286 01/02/2026

**Superseded General Decision Number:** TX20260286

**State:** Texas

**Construction Type:** Building

**County:** Caldwell County in Texas

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

Modification Number      Publication Date  
0                            01/02/2026

	<b>Rates</b>	<b>Fringes</b>
ASBE0087-014 06/03/2024		
ASBESTOS WORKER/HEAT & FROST		
INSULATOR (Duct, Pipe and Mechanical System Insulation.....\$ 29.50	\$ 8.79	
BOIL0074-003 01/01/2025		
BOILERMAKER.....\$ 33.17	\$ 24.92	
CARP1266-002 06/01/2025		
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work & Metal Stud Installation).....\$ 31.80	\$ 9.56	
ELEC0520-003 06/02/2025		
ELECTRICIAN		
Excludes Low Voltage Wiring.....\$ 36.50	13.25%+5.85	
Low Voltage Wiring Only.....\$ 32.00	\$ 9.29	
ELEV0133-002 01/01/2025		
ELEVATOR MECHANIC.....\$ 51.59	38.435+a+b	

Footnote:

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

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

	<b>Rates</b>	<b>Fringes</b>
ENGI0450-002 04/01/2024		
POWER EQUIPMENT OPERATOR: Cranes.....	\$ 39.47	\$ 10.39
IRON0084-011 06/01/2024		
IRONWORKER, ORNAMENTAL.....	\$ 28.26	\$ 8.13
IRON0482-012 06/01/2025		
IRONWORKER, STRUCTURAL.....	\$ 28.30	\$ 8.23
PLUM0286-010 09/01/2025		
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 37.15	\$ 16.92
SFTX0669-002 04/01/2025		
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.57	\$ 24.47
SHEE0067-007 07/01/2025		
SHEET METAL WORKER		
Excludes HVAC Duct Installation.....	\$ 34.01	\$ 16.10
HVAC Duct Installation Only.....	\$ 34.01	\$ 16.10
SUTX2014-066 07/21/2024		
BRICKLAYER.....	\$ 20.16	\$ 0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 14.00	\$ 0.00
CARPENTER (Form Work Only).....	\$ 15.62	\$ 0.05
CEMENT MASON/CONCRETE FINISHER.....	\$ 15.71	\$ 0.00
DRYWALL FINISHER/TAPER.....	\$ 16.96	\$ 4.34
DRYWALL HANGER & METAL STUD INSTALLER.....	\$ 17.41	\$ 3.49
ELECTRICAL INSTALLER		
(Sound and Communication Systems) (Excludes Wiring).....	\$ 12.50	\$ 0.65
FLOOR LAYER: Carpet.....	\$ 21.88	\$ 0.00
GLAZIER.....	\$ 12.83	\$ 0.00
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 24.46	\$ 6.98
IRONWORKER, REINFORCING.....	\$ 12.27	\$ 0.00

	<b>Rates</b>	<b>Fringes</b>
LABORER: Common or General.....	\$ 11.96	\$ 0.53
LABORER: Mason Tender – Brick.....	\$ 12.17	\$ 0.00
LABORER: Mason Tender – Cement/Concrete.....	\$ 11.85	\$ 0.00
LABORER: Pipelayer.....	\$ 12.45	\$ 0.00
LABORER: Roof Tearoff.....	\$ 11.28	\$ 0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.43	\$ 3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.00	\$ 0.00
OPERATOR: Bulldozer.....	\$ 14.00	\$ 0.00
OPERATOR: Drill.....	\$ 14.50	\$ 0.00
OPERATOR: Forklift.....	\$ 16.40	\$ 0.00
OPERATOR: Grader/Blade.....	\$ 19.30	\$ 0.00
OPERATOR: Loader.....	\$ 14.00	\$ 0.00
OPERATOR: Mechanic.....	\$ 18.75	\$ 5.12
OPERATOR: Paver (Asphalt Aggregate, and Concrete).....	\$ 16.03	\$ 0.00
OPERATOR: Roller.....	\$ 11.25	\$ 0.00
PINTER (Brush, Roller and Spray) Excludes Drywall Finishing/Taping.....	\$ 18.76	\$ 6.35
PLUMBER Excludes HVAC Pipe Installation.....	\$ 21.67	\$ 4.76
ROOFER.....	\$ 12.00	\$ 0.00
TILE FINISHER.....	\$ 11.32	\$ 0.00
TILE SETTER.....	\$ 16.35	\$ 0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	\$ 1.18

	<b>Rates</b>	<b>Fringes</b>
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	\$ 8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	\$ 0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	\$ 4.11
WATERPROOFER.....	\$ 16.30	\$ 0.06
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://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) (iii)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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## ATTACHMENT 4 CHAPTER 176 – CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; padding: 5px; height: 100px; vertical-align: top;">Date Received</div>
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p><b>4</b> 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 style="text-align: center;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="text-align: center;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> 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><b>6</b> <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><b>7</b> _____</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity      _____ Date</p>		

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

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(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 TEXAS GOVERNMENT CODE VERIFICATIONS

I, \_\_\_\_\_ (Person name), the authorized representative of (Company or Business name) \_\_\_\_\_ (hereafter "Company") being an adult over the age of eighteen (18), after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, currently complies<sup>1</sup> with, and will continue to comply with, throughout the term of any awarded pursuant to the Request for Bids, the following provisions of Title 10, Subtitle F of the Texas Government Code:

- **Section 2252.152:** Company does not engage in business with Iran, Sudan, or any Foreign Terrorist Organization;
- **Section 2252.153:** Company does not engage in business with any entity listed by the Texas Comptroller of Public Accounts as a Foreign Terrorist Organization;
- **Section 2271.002:** Company does not boycott Israel;
- **Section 2274.002:** Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- **Section 2276.002:** Company does not boycott energy companies.

I understand the obligations imposed by these sections and agree that Company will adhere to all applicable requirements as specified therein. I acknowledge that failure to comply with these provisions may result in penalties, including but not limited to, termination of the contract and legal action.

I affirm that the information provided in this statement is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

On \_\_\_\_\_, this instrument was acknowledged before me by the above-named individual, an authorized individual of the Company.

[Seal]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PLEASE ENSURE THIS SWORN STATEMENT IS COMPLETED AND SIGNED  
AND SUBMIT YOUR BID. FAILURE TO INCLUDE A PROPERLY  
EXECUTED STATEMENT MAY RESULT IN DISQUALIFICATION FROM THE  
BIDDING PROCESS**

<sup>1</sup> Compliance means either adhering to or abstaining from an applicable activity as specifically defined by the enumerated sections. If no specific definition is provided therein, the term shall have the meaning assigned by the Texas Government Code.

## **ATTACHMENT 6 BIDDER INFORMATION FORM**

Each Bidder must provide the following information with its Bid. 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 Bidder

A. Name of Bidder: \_\_\_\_\_

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 Bidder will conduct work.

G. Bidder's Contact Person who is duly authorized to provide information and respond to questions regarding this RFB:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax.: \_\_\_\_\_

Email: \_\_\_\_\_

H. Does any relationship exist between the Bidder, 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. Is Bidder 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.
- B. State whether Bidder 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.
- C. State whether Bidder 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 Bidder.

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**ATTACHMENT 7 BID FORM CALDWELL COUNTY RFB 26CCP01B  
RESTROOM/LAVATORY REMODEL**

Submitted by: \_\_\_\_\_ ("Bidder")

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

The Bidder submits this Bid, together with:

1. Completed Bidder Information Form;
2. The financial and other information required to be submitted as described in the Bidder Information Form
3. A corporate resolution or other documentation, if Bidder is an entity, to show authorization to make this Bid and the authority of the person signing the Bid;
4. Bid Guaranty;
5. Surety's letter of bondability;
6. A specimen certificate of insurance showing Bidder's current insurance coverage;
7. Completed Chapter 176 – Conflicts of Interest Questionnaire;
8. Completed Texas Government Code Verification; and
9. Any comments and/or requested changes to the Construction Contract.

To facilitate the opening and reading of bids aloud in Commissioners' Court, the Bidder has also included a separate sheet of paper in an envelope containing:

- a) Name of the Bidder.
- b) Total amount for the Project.

Bidder's Bid for the Caldwell County RFB 26CCP01B RESTROOM/LAVATORY REMODEL is as follows:

\$ \_\_\_\_\_ TOTAL

- A. The Bidder acknowledges that it is Bidder's obligation to obtain copies of all Addenda and that Bidder's Bid will be interpreted in accordance with the provisions of the RFB and all issued Addenda, whether or not Bidder has reviewed them.

B. In submitting this Bid, the Bidder agrees to the terms set forth in the RFB and represents to the County that to the best of its knowledge and belief, the information contained in this Bid and the Bidder Information Form, and otherwise provided in connection with this RFB, is true, accurate and complete.

**C. BY SUBMITTING THIS BID, BIDDER 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 RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE EVALUATIONS OF THE BIDS, THE SELECTION OF A BIDDER AND ANY DISCLOSURE OF INFORMATION REGARDING THE BIDS OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE BIDDER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS REQUEST FOR BIDS, INCLUDING THE SUBJECTIVE NATURE OF THE PROCESS, AND THE BIDDER'S ACKNOWLEDGEMENT THAT THE EVALUATIONS ARE REQUIRED TO BE MADE AVAILABLE TO THE PUBLIC.**

**(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)**

## ATTACHMENT 8 CONSTRUCTION CONTRACT FORM

### Construction Agreement

This Agreement (this “Agreement”), made as of \_\_\_\_\_, 20\_\_\_\_\_ (the “Effective Date”), is by and between the County of Caldwell, 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 construct the Project (collectively, 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 Bids, a copy of which is attached hereto as Exhibit A. Exhibit A is referred to herein as the “RFB”. The RFB 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. The term “Project” has the meaning assigned to such term in the RFB.
- 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 (as defined below).
- c. The Work will commence on \_\_\_\_\_, 20\_\_\_\_\_ (Date) 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. The Owner will similarly determine the date on which Final Completion occurs, including the provision of all warranties, training and the satisfaction of all 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 RFB, or if no conditions are indicated by the RFB, 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 location 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.
- e. Within 10 days after the Effective Date, the 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.
- f. 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 as provided in the Contractor's Bid to the RFB. 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 ten percent (10%) 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) nonconforming 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 the Contractor shall be paid or credited to Contractor. The 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. The 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 RFB. 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 Agreement 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. The 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. THE 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. THE CONTRACTOR'S OBLIGATIONS SHALL SURVIVE TERMINATION OR COMPLETION OF THIS AGREEMENT, AND TERMINATION OF THE CONTRACTOR'S RIGHT TO PERFORM THE WORK.***

*It is the intent of the parties to this Agreement not to violate the provisions of chapter 151 of the Texas Insurance Code. In the event the provisions of this Agreement violate the provisions of chapter 151 of the Texas Insurance Code, this Agreement 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 1.9 and elsewhere in the RFB and shall warrant, or require its supplier to warrant in writing, the terms set out in Section 1.9 of the RFB.

- 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 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 such 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 records shall be open at all reasonable hours to inspection by officers and agents of the 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 Contractor 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. The 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 the Owner, the 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 a part of this Agreement:
  - a. Exhibit A Owner's Request for Bids
  - 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 State of Texas excluding its choice of law rules. The venue shall be in courts of competent jurisdiction in Caldwell County, Texas. If a 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 from the non-prevailing party.
  - 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 (each a "Force Majeure").
  - d. This Agreement may not be assigned by the Contractor without the written consent of the Owner.
  - e. 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 electronically, will have the same force and effect as the delivery of an original document.

- f. All covenants, agreements, indemnities, guarantees, and warranties made by the Contractor shall survive the completion or termination of this Agreement or termination of the Contractor's right to perform the Work.
- g. 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.
- h. This Agreement, including the Exhibits, which are incorporated into this Agreement, constitutes 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.
- i. 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 1.8 of the RFB 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.
- j. 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:**

Caldwell County

Attn.: County Judge  
101 South Main Street  
Lockhart, Texas 78644  
Phone: 512-398-1808

Email: hoppy.haden@co.caldwell.tx.us

**If to Contractor:**

Contractor Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

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 a suit for damages.
- k. Pursuant to Section 2270.002 of the Texas Government Code, Contractor represents and confirms with Owner that Contractor does not boycott Israel and that it will not boycott Israel during the term of this Agreement.

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

**OWNER:**

County of Caldwell, Texas

By: \_\_\_\_\_

\_\_\_\_\_ County Judge \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

