

FANNIN COUNTY, TEXAS



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REQUEST FOR PROPOSALS

#2018-01

CONSTRUCTION SERVICES FANNIN COUNTY COURTHOUSE SELECTIVE DEMOLITION

DEADLINE: March 8, 2018 at 3:00pm CST

FANNIN COUNTY PURCHASING
200 EAST 1ST STREET
BONHAM, TEXAS 75418

CONTACT:
Fannin County Purchasing
(903) 583-0054
fcch@fanninco.net

Request for Proposals

1. Purpose

Fannin County (COUNTY) is soliciting this request for Competitive Sealed Proposals (CSP) from General Contractors (GC) for the Fannin County Courthouse Selective Demolition project (RFP #2018-01). Scope includes selective demolition of non-historic façade, interior finishes, exterior site elements, and utilities scheduled not to remain. Original masonry walls to be uncovered, cleaned and surveyed to determine extent of restoration work for upcoming phase. The estimated completion date of the Project is 120 calendar days from the date of issuance of the Notice to Proceed under the Contract for Work. The estimated construction budget for the demolition Project is \$1,175,000.00.

Selection will be based on the Offeror that submits the proposal that offers the best value for the COUNTY based on: (1) the selection criteria and the weighted value for those criteria in this request for proposal (RFP); and (2) the County's ranking evaluation.

The County reserves the right to reject any and all proposals, to modify, reschedule or cancel this RFP at any time prior to the submission deadline, and to waive irregularities or informalities in the responses and submission.

2. Responses to Solicitation

- a. Submission of Proposals: Interested parties are instructed to carefully examine this entire RFP. Firms interested in providing services for this Project must provide written statements of proposals in accordance with this solicitation.
- b. Proposal Guarantee: Proposal guarantee options are explained in Attachment D.
- c. Deadline: Completed submissions must be received no later than Thursday, March 8, 2018 at 3:00pm (CST). The COUNTY will not accept late submissions. Proposals must be delivered to the following address:

Via UPS, FedEx, Courier, or hand delivery: Via USPS:

**Fannin County Purchasing
200 East 1st Street
Bonham, TX 75418
903-583-0054**

**Fannin County Purchasing
101 E. Sam Rayburn Drive
Bonham, TX 75418**

- d. **All proposals must be submitted in an opaque, sealed envelope. The name of the Offeror and the words Proposal for RFP for the Courthouse Selective Demolition Project must appear conspicuously on the face of the envelope.**
- e. Proposal opening: Proposals will be publicly opened on March 8, 2018 at 3:00pm CST at address above.
- f. Pre-Proposal Conference will be held on Thursday, February 15, 2018 at 10am CST at the existing building at 101 E. Sam Rayburn Drive, Bonham, TX 75418. Although the Conference is not mandatory, Contractors are strongly encouraged to attend.
- g. Addenda: Any requests for interpretation, clarification, etc. must be submitted to the COUNTY no later than February 22, 2018 at 3pm CST or will not be considered. If the COUNTY determines that a response is required to requests received, the responses will be made by one or more addendum issued no later than March 1, 2018 at 3pm CST.

If the COUNTY, in its sole discretion and authority, determines that a clarification or modification is required, such information shall be issued in writing as an addendum. Offerors are encouraged to routinely check the County's website www.co.fannin.tx.us for any addenda. Offerors are responsible for reviewing any addenda prior to the submission deadline. Proposals will be subject to the terms of the RFP as modified or clarified by all addenda, and each Offeror will be bound by such terms, whether or not the Offeror has reviewed the addenda. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the COUNTY, and Offerors may not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

Contact: Fannin County Purchasing
200 East 1st Street
Bonham, TX 75418
Email: fcch@fanninco.net
Telephone: (903) 583-0054

3. Definitions

Addendum: An addition, change, or supplement to a solicitation document issued prior to the opening date.

Architect: The designated Architect acting for and on behalf of the COUNTY.

Best Value: Factors to be considered in determining lowest overall cost and highest worth in making certain purchases and/or procurements.

Bid Bond: The Bid Bond, from a surety company authorized to do business in the State of Texas, to be made by the Offeror, which is to accompany the Proposal as a guaranty of good faith to enter into a written Contract.

County: Fannin County, Texas (COUNTY).

Competitive Sealed Proposals (CSP): The process of advertising a request for proposal (RFP), the evaluation of submitted proposals and awarding of the contract.

Construction Documents: The plans, specifications, drawings, scope of work, associated and made a part of this Request for Proposal by Architexas – Architecture, Planning and Historic Preservation, Inc. for the COUNTY.

Contract: The agreement awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful respondent's proposal, and subsequent submission by respondent, may be incorporated therein.

Contract Documents: The Contract Documents will generally consists of the Contract, Addenda, the Bonds, Construction Documents, the specifications and drawings, together with all amendments, modifications, and supplements issued after Contract Time commences.

Contract Time: The number of calendar days or the date stated in the Contract for the completion of the Work.

General Contractor: Any person, company, or respondent who submits a response to this solicitation; GC.

Historically Underutilized Business (HUB): A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161.

Offeror: Any individual, firm, joint venture, partnership, corporation or other legal entity submitting a Proposal or Bid.

Opening Date: The day and time, after submission of proposals, when sealed responses are opened.

Payment Bond: A surety Bond in the amount of the Contract, solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in the Contract.

Performance Bond: A surety Bond in the amount of the Contract conditioned upon the faithful performance of the Work in accordance with the drawings and specifications. Said Bond is solely for the protection of the COUNTY.

Prevailing Wages: The general prevailing rates of per diem wages for specific classes of work within the locality of the project. The County has determined that the Prevailing Wage Rates for the Project are the Davis-Bacon wage rates for Fannin County as determined by the U.S. Department of Labor. The contractor and all subcontractors must pay workers not less than the Prevailing Wage Rates. A copy of the Prevailing Wage Rates for this Project is set out in Attachment H.

Proposal or Statement of Proposals: The written offer to the COUNTY made on the prescribed form by the Offeror to furnish the materials or equipment and / or perform the Work or services proposed.

Proposals Opening: The public opening of Statements of Proposals, in which the names of the offerors and the amount of their proposals to a solicitation are publicly read and recorded.

Request for Proposals (RFP): A solicitation document requesting submittal of proposals in response to the scope of goods and services and usually includes some form of a cost proposal. The RFP process allows for negotiations between a proposer and the issuing organization.

Work: The entire completed construction or the various separately identifiable parts thereof required to be finished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

4. Scope of Services

The following scope and approach is provided as basic guidance for responding to this RFP. The services to be provided shall include, but is not limited to, the following:

- a. The GC shall provide all labor, material and equipment required to complete the selective demolition of the courthouse, contained within the Construction Documents within 120 calendar days.
- b. Perform the Work described in the Construction Documents. Offerors are instructed to carefully review the Construction Documents, which are incorporated into this RFP.
- c. The COUNTY will contract separately with a different provider for construction materials engineering, testing and inspection services and verification testing in order to determine the acceptability of the Work.

5. Selection Process

A Selection Committee comprised of representatives of the COUNTY and Architect will review and evaluate the responses to this RFP, score the Proposals based on the scores received, and make a recommendation for selection to the County Commissioners Court. The Commissioners Court will make the final decision on the selection of the Offeror who provides the best value. The COUNTY shall select the Offeror which, in the determination of the Commissioners Court, has submitted the proposal that offers the best value for the COUNTY based on: (1) the selection criteria in this RFP, and the scores received, and (2) the COUNTY'S ranking evaluation.

COUNTY reserves the right to interview Offerors, and to contact any individual, agencies or employers listed in a submittal, to contact others who may have experience and/or knowledge of the Offeror's relevant performance and/or qualifications; and to request additional information from any and all Offerors.

The COUNTY reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for award. This may occur prior to, or subsequent to the award of the Contract. Material misrepresentation of the Offeror's ability to perform as stated in the Statement of Proposals may result in cancellation of the Contract.

Statements of Proposals that do not meet the requirements outlined in this RFP may be deemed non-responsive by the Selection Committee.

6. Selection Criteria

The Selection Committee, in their deliberations, will consider the following factors using the evaluation rating system shown below. Submittals will be evaluated and ranked according to points received:

- a. Price *(35 points)*
- b. Delivery Schedule *(25 points)*
- c. Past Experience on Projects of Similar Size and Scope *(15 points)*
- d. References *(10 points)*
- e. Proposed Subcontractors *(15 points)*

TOTAL POINTS POSSIBLE = 100

7. Selection and Negotiations

- a. After receipt of the written proposal submittals, Offerors will be evaluated and ranked on the selection criteria described in this RFP.
- b. The COUNTY may make the selection of the successful Offeror on the basis of the proposals initially submitted, without discussion, clarification or modification.
- c. The COUNTY will enter into negotiations with the Offeror determined to be the first-ranked Offeror by the Commissioners Court to reach an appropriate scope and fee for the Project.
- d. If the COUNTY is unable to negotiate a satisfactory contract with the first-ranked Offeror, the COUNTY shall, formally and in writing, end negotiations with that Offeror and proceed to the next-ranked Offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
- e. The COUNTY reserves the right to negotiate all elements of the Proposal with the Offeror.
- f. The successful Offeror will be required to enter into a written Contract for Construction Services with Fannin County, as described in this RFP. Offeror shall agree to a lump sum fee, which shall include all costs associated with the services outlined herein. Costs sometimes billed separately as reimbursable costs shall be declared and included in the lump sum amount for negotiation purposes. Invoices shall be provided by GC setting forth the percentage of work completed to date, establishing the amount due based on the percentage completed, less retainage, any previous amounts billed, and/or paid to date.
- g. The COUNTY will notify the selected and non-selected Offerors in writing regarding the results of the selection process.
- h. The selection for these services will be in accordance with the procurement regulations and practices of COUNTY.
- i. COUNTY reserves the right to reject any and all submissions entirely at its discretion, waive technicalities or irregularities, and/or accept that proposal which it deems to be in the best interest of the COUNTY. COUNTY reserves the right to reject any and all proposals, to modify, reschedule or cancel this RFP at any time prior to the submission deadline, and to waive irregularities of informalities in the responses and submission.

8. Award of Contract

The COUNTY reserves the right to accept or reject any and all proposals and to: (a) re-solicit for proposals; or (b) abandon, temporarily or permanently this selection process, as it deems necessary to be in the best interests of the COUNTY. Receipt and consideration of any proposal shall, under no circumstances, obligate the COUNTY to accept any proposal.

9. Statement of Proposals Contents

Submittals shall include the following:

a. Cover Sheet and Prices (Attachment A)

Include the complete legal name of the proposing GC, the location of the office which will have the responsibility for the services to be provided, and the name, address, telephone, facsimile number, and e-mail address of the primary authorized representative knowledgeable of the submittal. The total amount of the bid proposal (including Alternates and unit pricing) and GC's authorized signature must appear on this sheet.

b. Scope of Services and Delivery Schedule (not to exceed 3 sheets)

Each Offeror shall include in its proposal a detailed scope of services which shows project approach and understanding of the process to undertake such complex project and complete it on time and in compliance with all applicable rules, regulations, standards and requirements.

The Offeror shall also include description of its ability to meet the estimated completion date and indicate the amount of days the Offeror requires to complete the Work. The Offeror shall also indicate an estimate of its earliest start date and its methods of developing and maintaining project schedules.

c. Overall Qualifications and Experience (not to exceed 3 sheets)

State the overall qualifications and experience of the firm. Include a list of several comparable projects the firm has completed in the past five (5) years. Please include: name; location; delivery method; project description (size, renovation, rehab, or new); costs; number of change orders; name of project manager and superintendent; name of Owner representative; and names of each subcontractor (mechanical, plumbing, electrical, etc.).

State the overall depth of staff, including experience relevant to the scope of work. Include work experience history for the proposed project manager, superintendent and each key team member that are most likely to be directly involved with the Work. Include an organizational chart and descriptions of

the key team members' roles and responsibilities in performing the proposed services.

Disclose any current or former employees who are current or former employees of the COUNTY. Disclose any proposed personnel who are related to any current or former employees of the COUNTY.

Offerors must disclose: (1) any pending litigation; (2) any litigation within the last five (5) years; and (3) any litigation within the last seven (7) years in conjunction with construction contracts. The proposer shall provide information on the circumstances and status of any disciplinary action taken against the firm or any individuals with the Offeror that will be assigned to this project, during the past three (3) years with any state, local or federal regulatory bodies or professional organizations.

d. References (Attachment B)

Provide the names, addresses, email address and telephone numbers of references for three (3) projects completed in the past five (5) years, and the firm's permission to contact these and other known references to verify past performance. The references *shall not include* Fannin County, Texas or any of its boards, commissions, departments, officials or employees.

e. Proposed Subcontractors (Attachment C)

Each Offeror must provide a list of all subcontractors which will be used on this project and include a work history for each of the subcontractors.

f. Proposal Guarantee (Attachment D)

Provide a proposal bond from a surety company authorized to do business in the State of Texas for five percent (5%) of the total proposal with submitted proposal. If the successful Offeror fails to sign the construction contract with the County within (10) days after the award, or to provide the payment and performance bonds or required insurance within 10 days thereafter, the COUNTY will have the right to make demand on the proposal bond. A performance and payment bond for the full amount of the construction contract is required from the successful Offeror prior to commencement of the Work.

g. Residence Certification / Tax Form (Attachment E)

Each Offeror must complete Attachment E – Residence Certification / Tax Form.

h. Proof of Insurance (Attachment F and G)

Each Offeror should include current and valid proofs of insurance. Insurance certificates showing the Offeror's EXISTING insurance coverage should be provided with the Proposal as described in Attachment F. Attachment F also sets out the insurance that the selected Offeror will be required to maintain, and to require its subcontractors to maintain, under the Construction Contract. Attachment G sets out the legal requirements for Workers Compensation Insurance Coverage applicable to this Project.

i. Historically Underutilized Business (HUB) Requirements

Historically Underutilized Business Subcontracting Plan (HSP) shall be included with bid response or bid shall be deemed unresponsive.

Forms are attached.

j. Pursuant to Amended Texas Government Code Chapter 2270 in regards to HB 89, effective September 1, 2017

Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.**

Forms are attached.

k. Pursuant to Government Code 2252.908 in regards to HB 1295

Filing of application of Certificate of Interested Parties (Form 1295) shall be completed and included in within bid package or said bid shall not be considered. Below is the link to the State of Texas Ethics Commission Form 1295 Certificate of Interested Parties Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

10. Professional Standards

Contractor will use its best efforts, skill, judgment, and abilities to perform the Work and services and to further the interests of COUNTY. All work performed in connection with the contract shall be performed in a good and workmanlike manner, in accordance with the plans and specifications, the COUNTY'S requirements and procedures, and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the "Applicable Laws").

Without limiting the foregoing, Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

11. Completion of Responses

- a. Information presented in the Proposals will be used to evaluate the professional qualifications of the Offerors and to determine the Offeror which will be selected by the COUNTY.
- b. Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity and with adequate elaboration where necessary for clear understanding.

12. Withdrawal of Proposals

An authorized representative of the Offeror may withdraw their Proposal at any time prior to the RFP submission deadline.

13. Tentative Schedule of Events

RFP Posting Date	2/06/18
Pre-Proposal Conference	2/15/18
Deadline for Submission of Questions	2/22/18
Deadline for Responses to Questions	3/01/18
Deadline for Submission of Proposals	3/08/18
Expected Selection and Award	3/20/18

COUNTY reserves the right to change the dates in the Tentative Schedule listed above upon notification on the COUNTY website. It is the responsibility of

interested parties to periodically review the COUNTY website for updates to the RFP prior to submitting Proposals.

14. Period of Acceptance

Offeror acknowledges that by submitting the Proposals, the Offeror makes an offer that, if accepted by the COUNTY, constitutes a valid and binding contract as to any and all items accepted in writing by the COUNTY. The period of acceptance of Proposals is ninety (90) calendar days from the date of proposal opening.

15. Tax Exemption

The COUNTY is exempt from federal excise and state sales tax; therefore, taxes must not be included in the proposed contact amount.

16. Terms of Payment

The selected Offeror will be required to enter into a written Construction Contract with Fannin County, Texas which will incorporate the terms of this RFP into the Contract. The COUNTY intends to utilize AIA A101 Standard Form of Agreement between Owner and Contractor with addenda, and the A201 General Conditions, all as modified by the COUNTY.

The successful Offeror shall agree to a lump sum fee payment, which shall include all costs associated with the services outlined herein and those mutually agreed upon prior to contract execution. Any cost billed separately as a reimbursable shall be declared and included in the lump sum amount. Invoices shall be provided by the Offeror which set forth the percentage of work completed to date, establishing the amount due based upon the percentage completed less any previous amounts paid. Payments shall be made in accordance with Texas Government Code, Chapter 2251.

17. Prevailing Wages

Texas Government Code Chapter 2258 requires the Offeror and all subcontractors to pay not less than the Prevailing Wage Rates to all persons performing labor for the Project. The Offeror and all subcontractors must comply with the applicable provisions of Chapter 2258. The Prevailing Wage Rates for

this Project are the Davis Bacon Wage Rates for Fannin County, Texas described in Attachment H, hereto.

18. Workers' Compensation

Offeror must comply with Workers' Compensation requirements in accordance with the State of Texas rules and regulations, including the requirement that the Offeror and all subcontractors maintain worker's compensation coverage on their employees.

19. Insurance

A certificate of the Offeror's existing insurance coverage shall be submitted with the statement of proposals as proof of insurability. If the current coverage does not meet the insurance requirements, that will be required in the construction contract, as described in Attachment F, the Offeror should request an affidavit of insurability from its insurance agent that certifies the requirements can and will be met. Failure to provide the required insurance coverage may be cause for nullification of an award of the Contract. The Offeror represents and warrants that it will provide the COUNTY within 10 days after execution of the construction contract, and prior to the commencement of the work, a certificate of insurance evidencing that the Offeror has obtained all of the insurance coverage with endorsements, as described in Attachment F.

20. Availability of Records

Fannin County, and any duly authorized representatives of same, shall have, for a period of not less than four (4) years after the Contract term, access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the individual(s) or firm(s) office or firm, which shall relate to the performance of the Work or services to be provided.

21. Public Information

The COUNTY is a subdivision of the State of Texas and is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. Any information submitted to the COUNTY is presumed to be public information and available to the public. If the Offeror believes that any information or materials submitted to the COUNTY as part of its Proposal or in connection therewith, including financial or proprietary information, is exempt from disclosure under the

Texas Public Information Act, then the Offeror must clearly and conspicuously write the word "CONFIDENTIAL" on each page containing confidential information. If a request is made for copies of the information marked Confidential under the Texas Information Act, the COUNTY will advise the Offeror of the request. If requested by the Offeror, the COUNTY request an opinion from the Texas Attorney General's Office as to whether the information is subject to disclosure under the Texas Public Information Act. The Offeror shall be responsible for timely providing information to the Texas Attorney General to substantiate its claim that the information is not subject to disclosure. The COUNTY will abide by the decision of the Office of the Texas Attorney General.

22. Independent Relationship

Offeror is and shall remain an independent contractor in relation to the COUNTY. The COUNTY shall not be responsible for withholding taxes from payments made under any contract resulting from this RFP. Offeror shall have no claim against the COUNTY for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

23. Cost Incurred in Responding

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the COUNTY shall be the sole responsibility of and shall be borne by the Offeror.

24. Construction Contract

The COUNTY intends to utilize AIA A101 Standard Form of Agreement between Owner and Contractor with addenda, and the A201 General Conditions, all as modified by the COUNTY.

25. Non-Endorsement or Publicity

The successful Offeror shall not issue any news releases or other statements pertaining to the award or services to be performed under the Contract which would state or imply the COUNTY'S endorsement of the Offeror's services.

26. Unauthorized Communications

All communications in connection with RFP must be made only with Fannin County Purchasing.

After issuance of this RFP and until such time as the contract for the work has been finally awarded, Offerors are prohibited from contacting the County Judge, County Commissioners, or any COUNTY staff member other than Fannin County Purchasing, and from allowing or authorizing others to do so, in order to ask questions, present information on the RFP or the Project or to influence the selection of the GC. Failure to comply with these requirements may be grounds for disqualification.

27. Assignment

The selected Offeror may not assign its rights or duties under an award of the contract and may not assign its obligations under the Contract.

28. Errors or Omissions

Offerors will not be allowed to rely on any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Offeror shall promptly notify the COUNTY in writing of the error or omission it discovers. Any errors, omissions or inconsistencies in this RFP that would have a material adverse effect on the Project must be reported to the COUNTY no later than seven (7) calendar days prior to the published submission deadline.

29. Right to Assurance

After the award of the Contract, whenever the COUNTY has reason to question the Offerors intent to perform, the COUNTY may demand that the Offeror give written assurance of Offeror's intent to perform. In the event a demand is made, and no assurance is given within seven (7) calendar days, the COUNTY may treat this failure as an anticipatory repudiation of the contract.

30. Change Orders

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. No change order shall be valid or enforceable unless it is in writing and approved by the Commissioners Court, and signed by the COUNTY and the Offeror.

31. Venue

The RFP and any resulting contract will be governed by and construed according to the laws of the State of Texas. Venue for any claim or dispute arising in connection with this RFP shall lie exclusively in courts of competent jurisdiction in Fannin County, Texas.

32. Conflict of Interest/Disclosures

In submitting a proposal, each Offeror represents and warrants to the COUNTY that Offeror and its employees, agents and representatives have no actual or potential conflicts of interest in providing services to the COUNTY under this RFP and that the provision of services under this RFP would not create an appearance of impropriety.

Each Offeror represents and warrants that it has a duty if awarded the Contract to immediately advise the COUNTY once it becomes aware that any of the representations and warranties made pursuant to this RFP are no longer accurate.

33. Acceptance of Evaluation Methodology and Waiver of Claims

By submitting a Proposal in response to this RFP, each Offeror accepts the evaluation process utilized by the COUNTY, and acknowledges and accepts that the determination of the Offeror that offers the “best value” will require subjective judgments by the Selection Committee, the COUNTY’S personnel and the Commissioners Court. Each Offeror further acknowledges that evaluations are required to be made public in accordance with Applicable Law. **BY SUBMITTING A PROPOSAL TO THE RFP, THE OFFEROR AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE MEMBERS OF THE SELECTION COMMITTEE, THE COUNTY’S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE COUNTY JUDGE AND THE COUNTY COMMISSIONERS IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE OFFERORS OR EVALUATIONS.**



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FANNIN COUNTY

RFP #2018-01

COVER SHEET

COMPANY NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

REPRESENTATIVE NAME (PRINT): _____

Please agree to the following below:

I, _____, an authorized representative of the firm indicated above, have reviewed and understand the Fannin County's RFP for Construction Services to perform the Work specified in the Contract Documents.

Signature

Date

TOTAL AMOUNT OF PROPOSAL (BASE BID): \$ _____



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REFERENCES

Provide a minimum of three (3) government entities or companies for which you have performed similar work of the same scope and size as defined in this RFP. If additional space is required, include attachment to this section of the RFP.

REFERENCE #1

ENTITY: _____

PROJECT: _____

DATE OF SERVICE: _____

PROJECT COST: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

BRIEF DESCRIPTION OF WORK PERFORMED: _____

ATTACHMENT B

REFERENCE #2

ENTITY: _____

PROJECT: _____

DATE OF SERVICE: _____

PROJECT COST: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

BRIEF DESCRIPTION OF WORK PERFORMED: _____

REFERENCE #3

ENTITY: _____

PROJECT: _____

DATE OF SERVICE: _____

PROJECT COST: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

BRIEF DESCRIPTION OF WORK PERFORMED: _____



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LIST OF SUBCONTRACTORS

Provide a list of the subcontractors with contact information that the GC proposes to use on the project. If additional space is required, include attachment to this section of the RFP.

SUBCONTRACTOR #1

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #2

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #3

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #4

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #5

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #6

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #7

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #8

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

ATTACHMENT C

SUBCONTRACTOR #9

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #10

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____



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RFP #2018-01

PROPOSAL GUARANTEE

A guarantee shall be submitted with each proposal that the Offeror will execute the construction contract within 10 days after the award and furnish performance and payment bonds and required insurance within 10 days after the contract has been signed. The performance and payment bonds shall be in the amount of 100% of contract price, and shall be executed by a surety company authorized to do business in the State of Texas. If performance and payment bonds are not returned to the COUNTY within 10 days from the award, the COUNTY has the right to render the award ineffective.

Offeror guarantee should be submitted to the COUNTY with the proposal prior to the RFP deadline in the amount of 5% of the proposal. The bid bond, must be executed with a surety company authorized to do business in the State of Texas or bid shall be deemed unresponsive. The proposal guarantee should be attached to this form and submitted with proposal to the following address:

Via UPS, FedEx, Courier, or hand delivery:
Fannin County Purchasing
200 East 1st Street
Bonham, TX 75418

Via USPS:
Fannin County Purchasing
101 E. Sam Rayburn Drive
Bonham, TX 75418

The COUNTY may retain all bonds and proposal checks of the Offerors selected for potential negotiations until after the award and approval of the contract and receipt of performance and payment bonds, and required insurance from the successful Offeror. Authorization is hereby granted for the COUNTY to return the proposal check via regular mail without liability of any kind or nature to the address listed below.

BID FOR: _____ CHECK #: _____

DRAWN ON: _____ BANK: _____

DATED: _____ AMOUNT \$: _____

NAME: _____

ADDRESS: _____

_____ TELEPHONE: _____

SIGNATURE: _____



ATTACHMENT E



TEXAS HISTORICAL COMMISSION
real places telling real stories

FANNIN COUNTY

RFP #2018-01

RESIDENCE CERTIFICATION / TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, the COUNTY requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

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

I certify that _____ is a Resident Bidder of Texas as defined in
(Company Name) Government Code §2252.001

I certify that _____ is a Nonresident Bidder of Texas as defined in
(Company Name) Government Code §2252.001 and our principal
place of business is in _____
(City and State)

TAXPAYER IDENTIFICATION NUMBER (T.I.N.): _____

COMPANY NAME SUBMITTING BID PROPOSAL: _____

ADDRESS: _____

SIGNATURE: _____



ATTACHMENT F



TEXAS HISTORICAL COMMISSION
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FANNIN COUNTY

RFP #2018-01

INSURANCE REQUIREMENTS

A. Certificate Of Insurance Showing Offeror's Existing Coverage

The Offeror must include with its Proposal an insurance certificate in Acord form showing the insurance which the Offeror currently maintains.

B. Insurance which will be Required under the Construction Contract.

The following insurance requirements which will be set out in the Construction Contract. The selected Offeror must provide, at a minimum, the insurance required below. The selected Offeror must provide a certificate of insurance no later than 10 days after the construction contract is signed, as evidence that the required coverage has been obtained, and must provide the proof that subcontractors have obtained Workers Compensation Insurance as described in Attachment G.

(1) General Requirements.

Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract, (or such longer period as may be stated below) which coverage shall extend to, and include, items owned by Owner in the care, custody and control of Contractor prior to and during construction and warranty period.

Contractor must complete and forward the Certificate of Insurance to Owner no later than 10 days after the Contract is executed, and before any Work is performed on Owner's Property, as verification that the required coverage has been obtained. Contractor shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by Owner 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 Owner whenever a previously identified policy period has expired, or Contractor obtains insurance through a new insurer, as verification of continuing coverage.

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.

All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall show the following contact information and address for the Owner:

Fannin County, Texas
Attn.: Purchasing Agent
200 East 1st Street
Bonham, TX 75418
Phone (903) 583-0054

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

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.

Owner shall be entitled, upon request 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.

Owner 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 Owner 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 Owner, Contractor shall be entitled to a Change Order for any increased costs Contractor incurs as a result of such adjustments.

Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

Contractor shall be responsible for premiums and deductibles stated in policies. All deductibles shall be disclosed to Owner upon request.

Contractor shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

If Owner owned property is being transported or stored off-site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of Contractor.

(2) **Business Automobile Liability Insurance.** Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner or such alternate endorsement designations as Owner may hereafter specify:

- a) Waiver of Subrogation endorsement TE 2046A or its equivalent;
- b) 30 day Notice of Cancellation endorsement TE 0202A or its equivalent; and
- c) Additional Insured endorsement TE 9901 B or its equivalent.

Provide coverage in the following types and amounts:

A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage.

(3) **Workers' Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The Certificate of Insurance must be presented as evidence of coverage for Contractor. Contractor's policy shall apply to the State of Texas and include these endorsements or their equivalents in favor of Owner:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

\$500,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

(4) **Commercial General Liability Insurance.** The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) Owner shall be listed as an Additional Insured, endorsement CG 2010 10 11 (or its equivalent) on a primary and non-contributory basis.
- g) 30-day notice of cancellation in favor of Owner, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of Owner, endorsement CG 2404.
- i) Coverage shall not include any endorsements or policy language excluding or limiting Products/ Completed Operations coverage, Contractual or Cross Liability.

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.

Provide coverages A&B with minimum limits as follows:

A combined bodily injury and property damage limit of \$2,000,000 per occurrence.

Per Occurrence Limit shall be at least \$ 1,000,000.

General & Products/Completed Operations Aggregate Limit shall be at least \$2,000,000.

- (5) **Builders' Risk Insurance.** Coverage shall be in the contract amount and coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. The insurance shall include coverage for loss of use of Owner's property due to fire or other hazards covered by such insurance.
- (6) **Umbrella Excess Liability Coverage** in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit bodily injury/property damage with coverage to be in excess of the employer's liability, commercial general liability, and automobile liability insurance required above for each occurrence and in the aggregate. Owner shall be listed as an additional insured. A waiver of subrogation endorsement shall be obtained in favor of Owner, and a 30 day notice of cancellation endorsement in favor of the Owner.

Subcontractor Insurance Requirements:

Contractor shall require its Subcontractors to maintain (i) commercially reasonable liability insurance coverage in accordance with requirements established by Contractor with waiver of subrogation endorsements in favor of Owner and Contractor; and (ii) worker's compensation and employer's liability insurance meeting, at a minimum, the same requirements identified in (3) above.



ATTACHMENT G



TEXAS HISTORICAL COMMISSION
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FANNIN COUNTY

RFP #2018-01

TWCC RULE 110.110 - WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the:

Texas Workers' Compensation Commission
Southfield Building
400 S. IH-35
Austin, TX 78704-7491
(512) 440-3618

A. Definitions:

Certificate of coverage ("Certificate"):

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project:

Includes the time from the beginning of the work on the project until the contractor's / person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096):

Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food / beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements

ATTACHMENT G

of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:

ATTACHMENT G

- (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



ATTACHMENT H



TEXAS HISTORICAL COMMISSION
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FANNIN COUNTY

RFP #2018-01

PREVAILING WAGE RATES

The Prevailing Wage Rates for this Project are attached hereto:

General Decision Number: TX170170 09/08/2017 TX170

Superseded General Decision Number: TX20160170

State: Texas

Construction Type: Building

County: Fannin 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 \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/07/2017
2	04/14/2017
3	09/08/2017

ASBE0021-002 06/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.32	7.52

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

LABO0154-022 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.25	2.90

SUTX2009-025 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Acoustical Ceiling Installation, and Hardwood Floor Installation.....	\$ 13.40	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.29	0.00
ELECTRICIAN.....	\$ 18.06	4.87
IRONWORKER, STRUCTURAL.....	\$ 15.48	0.00
LABORER: Common or General.....	\$ 10.00	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 11.00	0.00
OPERATOR: Bulldozer.....	\$ 13.00	0.31

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.....	\$ 13.50	0.00
PLUMBER.....	\$ 20.38	4.74
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.52	0.00

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 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

General Decision Number: TX170116 01/06/2017 TX116

Superseded General Decision Number: TX20160116

State: Texas

Construction Type: Heavy

Counties: Cass, Cherokee, Erath, Fannin, Franklin, Hood,
Hopkins, Marion, Montague, Morris, Nacogdoches, Navarro, Palo
Pinto, Panola, Rains, Red River, Somervell, Titus, Van Zandt
and Wood Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/06/2017

SUTX2009-129 04/21/2009

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
LABORER: Common or General.....	\$ 8.61	0.00
LABORER: Pipelayer.....	\$ 9.94	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 11.75	0.00
OPERATOR: Bulldozer.....	\$ 14.25	0.00
OPERATOR: Front End Loader.....	\$ 11.52	0.00
TRUCK DRIVER.....	\$ 10.80	0.26

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 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
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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:

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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

General Decision Number: TX170038 01/06/2017 TX38

Superseded General Decision Number: TX20160038

State: Texas

Construction Type: Highway

LABORER

Asphalt Raker.....	\$ 11.34
Flagger.....	\$ 9.03
Laborer, Common.....	\$ 10.30
Laborer, Utility.....	\$ 11.53
Pipelayer.....	\$ 13.24
Work Zone Barricade Servicer.....	\$ 11.22

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....	\$ 12.35
Asphalt Distributor.....	\$ 14.36
Asphalt Paving Machine.....	\$ 12.92
Broom or Sweeper.....	\$ 10.30
Concrete Pavement Finishing Machine.....	\$ 19.31
Concrete Paving, Curing, Float, Texturing Machine....	\$ 16.34
Crane, Hydraulic 80 Tons or Less.....	\$ 20.21
Crane, Lattice boom 80 Tons or less.....	\$ 14.67
Crane, Lattice boom over 80 Tons.....	\$ 17.49
Crawler Tractor.....	\$ 13.38
Excavator 50,000 pounds or less.....	\$ 13.88
Excavator, Over 50,000 pounds.....	\$ 16.22
Foundation Drill, Truck Mounted.....	\$ 20.76
Front End Loader 3 cu yd or Less.....	\$ 12.89
Front End Loader, over 3 cu yd.....	\$ 12.32
Loader/Backhoe.....	\$ 12.87
Mechanic.....	\$ 18.58
Milling Machine.....	\$ 12.86
Motor Grader, Fine Grade....	\$ 17.07
Motor Grader, Rough.....	\$ 15.12
Pavement Marking Machine....	\$ 13.17
Reclaimer/Pulverizer.....	\$ 10.46
Roller, Asphalt.....	\$ 11.68
Roller, other.....	\$ 10.30
Scraper.....	\$ 12.43

Spreader Box.....\$ 13.68

Servicer.....\$ 13.83

Steel Worker (Reinforcing).....\$ 15.83

TRUCK DRIVER

Lowboy-Float.....\$ 14.30

Off Road Hauler.....\$ 12.23

Single Axle.....\$ 10.30

Single or Tandem Axle Dump..\$ 12.28

Tandem Axle Tractor with
Semi Trailer.....\$ 12.50

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:

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