

ROBINSON BENAT CONSTRUCTION, INC.

PO Box 1460  
Sulphur Springs, TX 75483

Customer: Hopkins County  
Proposal: 203 FM 2653, Sulphur Springs 76482

10/20/2023

Metal building - 80'x50', no side panels, PBR Panel Roof, 15' clearance. Includes transport and utilization of 8" pipe from county for columns. Utilize 8" Purlins. Install footings with weld plates.

Total \$43,400.00

Payments 50% at start, 50% at completion

Bench Pad / Dirtwork

All change orders are due immediately.

RBC, Inc. proposes hereby to furnish material and labor - complete in accordance with above specifications.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will involve extra charge over the above estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance for building. RBC, Inc. provides liability insurance for work specified in this proposal. All work outline above will carry a one (1) year warranty on work deemed at fault from improper installation. Warranty work not covered if problem was caused from abuse, neglect, natural disaster, or foundation movement and/or settlement.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Robert Newsom

Printed: Robert Newsom

Date: 10-31-2023

Kyle N. Robinson

Kyle N. Robinson  
President  
Robinson Benat Construction, Inc.



**COUNTY AUDITOR  
SEALED BID TABULATION**

**SHANNAH AULSBROOK: COUNTY AUDITOR  
(903) 438-4010**

**BID NUMBER: RFP 2023-004 60x80 CLEAR SPAN METAL BUILDING**

<b>BIDDER</b>	<b>XLNT CONTRACTING</b> \$549,662.00 Additional Work Fees 10% Performance Bond 2.5%
	<b>DAVID CALDWELL</b> \$449,593.99 Additional Work Fees 25% Performance Bond 100%
	<b>SANDFIELD FABRICATION</b> \$409,968.80 Additional Work fees 20% Performance Bond 100%
	<b>PETTY HOMES</b> \$432,700 Additional Work Fees 10% Performance Bond 3%
	<b>RBC CONSTRUCTION</b> \$286,014.00 Additional Work Fees 30% & 20% Performance Bond 3%

BID WAS ACCESSED BY 8 VENDORS  
5 BIDS RECEIVED ALL BY DEADLINE

**BID AWARDED TO RBC CONSTRUCTION**

9/25/23 9:00 AM COMMISSIONERS COURT

# *Standard Form of Agreement Between Owner and Contractor*

AGREEMENT made as of the 29th day of September in the year of 2023.

BETWEEN the Owner:

**HOPKINS COUNTY**

118 Church Street  
Sulphur Springs, Texas 75482-2602

and the Contractor:

**ROBINSON BENAT CONSTRUCTION, INC.**

200 Church Street., Suite A  
Sulphur Springs, Texas 75482

for the following Project:

**Hopkins County Precinct 2 Maintenance Shop Building**

16030 Highway 11 East  
Como, Texas 75431

The Owner and Contractor agree as follows.

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Documents include original Proposal, Drawings and Addenda 1, 2 and 3.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be:

A date set forth in a **notice to proceed** issued by the Owner.

3.2 The Contract Time shall be measured from the date of commencement of the Work.

3.3 Substantial Completion

3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Not later than 90 calendar days from the date of commencement of the Work.

3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N/A

3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two Hundred Eighty-Six Thousand and Fourteen Dollars (\$ 286,014.00)**, subject to additions and deductions as provided in the Contract Documents.

##### 4.2 Alternates

4.2.1 Alternates, if any, included in the Contract Sum:

Item:

4.3 Allowances, if any, included in the Contract Sum:

4.3.1 Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner which is provided by the Contractor's own forces (and which no pre-agreed price has been fixed) for the net cost of such labor and materials plus **Thirty (30)** percent for overhead and profit. Thorough documentation shall be required of all materials and labor charges.

4.3.2 Contractor agrees to supervise and coordinate changes in work of the subcontractor(s) for a fee of **Twenty (20)** percent of the net cost of such labor and materials due the subcontractor. Thorough documentation shall be required of all materials and labor charges.

4.4 Unit prices, if any:

Item	Units	Price per Unit (\$0.00)

4.5 Liquidated damages, if any:

**\$400.00/day**

4.6 Other: N/A

#### ARTICLE 5 PAYMENTS

##### 5.1 Progress Payments

5.1.1 Based upon Applications for Payment submitted to the Owners Representative by the Contractor and Certificates for Payment issued by the Owners Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: Contractor shall issue an invoice for a material draw based on **Fifty (50%)** percent of the Contract price when materials are stored on-site and verified by Owner's Representative. Followed by a percentage draw of **Thirty (30%)** percent of the Contract price at **the start of MEP portion of Scope of Work** and remaining **Twenty (20%)** percent draw upon completion of the Project. (All billing to be reviewed and approved by Owners Representative).

5.1.3 Provided that an Application for Payment is received by the Owners Representative not later than 12:00 A.M. on the first Tuesday of a month or 12:00 A.M. the third Tuesday of a month, the Owner shall make payment of the amount certified to the Contractor not later than the following Tuesday of the same month.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owners Representative may require. This schedule of values shall be used as **basis** for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Owners Representative determines, in the Owners Representative's professional judgment, to be reasonably justified.

5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owners Representative has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owners Representative may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

5.1.7 Retainage

5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: **Ten (10) percent**.

5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: **N/A**

5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

- .1 Application for Retainage shall be submitted when all required scope of work is complete and Manufacturers Warranty is provided to Owner.

5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017. **N/A**

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 Final Payment

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owners Representative.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Owners Representative's Certificate for Payment, or as follows:

5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

**N/A**

## ARTICLE 6 DISPUTE RESOLUTION

### 6.1 Initial Decision Maker

The Owners Representative will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

### 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

Litigation in a court of competent jurisdiction

## ARTICLE 7 TERMINATION OR SUSPENSION

7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: N/A

7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents

### 8.2 The Owner's representative

Tom Glosup  
CRW Associates  
3878 County Road 4772  
Sulphur Springs, Texas 75482  
[tcglosup@gmail.com](mailto:tcglosup@gmail.com)  
903-348-1144

### 8.3 The Contractor's representative:

Kyle Robinson  
Robinson Benat Construction, Inc.  
200 Church Street, Suite A  
Sulphur Springs, Texas 75482  
469-474-5435

8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### 8.5 Insurance and Bonds

8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

COMPANY NAME: ROBINSON BENAT CONSTRUCTION, INC.

## PROPOSAL BID PACKET & SPECIFICATIONS

Project: HOPKINS PRECINCT 2 MAINTENANCE SHOP  
BUILDING  
16030 Highway 11 East  
Como, Texas 75431

Owner: HOPKINS COUNTY TEXAS  
118 Church Street  
Sulphur Springs, Texas 75482-2602

Bid to: JUDGE ROBERT NEWSOM  
County Judge  
118 Church Street  
Sulphur Springs, Texas 75482-2602

Construction Management: C R W ASSOCIATES, INC  
3878 CR 4772  
Sulphur Springs, Texas 75482

Gentlemen:

Having carefully examined the General Conditions, Supplementary Conditions, Drawings and Specifications for the project referenced above, and having visited the site, and having examined all conditions affecting operations, the undersigned proposes to furnish all materials, taxes, insurance, permits, incidentals, labor, and equipment required to complete the Work, as follows:

COMPANY NAME: ROBINSON BENAT CONSTRUCTION, INC.

1. GENERAL:

1.1. All Bids, Alternates and unit prices will include the total cost of labor, equipment, materials, taxes, insurance, permits, and incidentals required to perform the specified Work on Hopkins County Precinct 2 Maintenance Shop Building in strict accordance with the project specifications, as well as manufacturer's requirements and recommendations to provide complete construction. Moving and temporary on-site storage of existing items shall also be included in project requirements if required to perform specified work. Should the contractor damage or destroy any landscaping, interior or exterior surfaces and/or furniture, equipment, as well as any other property of the complex, affected materials shall be replaced to match existing at the Contractor's expense.

2. CONSTRUCTION OF NEW 60' X 80' METAL MAINTENANCE SHOP:

2.1. Furnish all labor, equipment, materials, and incidentals required to complete construction of a new metal building in accordance with Project Plans and Specifications. The following guidelines shall be included in the construction of the building.

2.1.1. Provide 6" concrete slab in accordance with Engineered Specifications. Slab to be saw cut 3/4" in a ten-foot (10') checkerboard pattern.

2.1.2. Install new structural steep building as per plans. Structural steel framing shall have Tyvek /or equal wrap on exterior sides.

2.1.3. C purlins to be set 2 foot (2') on centers for the first 8' from the slab elevation then follow manufacturers requirements.

2.1.4. Open cell foam insulation shall be used from the slab elevation up eight foot (8'). Closed cell foam shall be used in all open areas and painted white after it cures.

2.1.5. The bathroom interior walls shall be covered with PLAS-TEX PolyWall wall panels (or equal) floor to ceiling.

2.1.6. Ceilings in the Bathrooms and in Office area shall be drywall. Office interior walls to be drywall. All drywall areas to be textured and painted.

2.1.7. Install a Rinnai High Efficiency 9.8-GPM 199000-BTU Outdoor Liquid Propane Tankless Water Heater (or Equal) on the exterior of the building.

2.1.8. Area above Office/Bathroom to be finished floor using 3/4" plywood, so as to support storage.



COMPANY NAME: ROBINSON BENAT CONSTRUCTION, INC.

2.1.9. All perimeter interior walls shall have 3/4" tongue and groove plywood installed for the first eight feet (8') from the floor. The plywood walls shall be painted with two (2) coats of paint. Color to be determined.

2.1.10. All electrical in open areas of the plywood wall areas to be run in conduit on interior side of the walls.

2.1.11. All lighting shall be LED.

2.2. Price: \$286,014.00

Two Hundred Eighty-Six Thousand and Fourteen Dollars.

3. UNIT PRICES:

NOTE: All claims for unit price work shall be subject to verification and approval by the Owner's authorized representative. Unit prices shall be used to increase project scope.

4. ADDITIONAL WORK FEES:

4.1. The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner which is provided by the Contractor's own forces (and to which no pre-agreed price has been fixed) for the net cost of such labor and materials plus 30% percent for overhead and profit. Thorough documentation shall be required of all material and labor charges.

4.2. The undersigned Contractor agrees to supervise and coordinate changes in the work of the subcontractor(s) for a fee of 20% percent of the net cost of such labor and materials due to the subcontractor. Thorough documentation shall be required of all materials and labor charges.

5. PERFORMANCE BOND:

5.1. The undersigned Contractor agrees to furnish a Performance Bond for the entire Bid amount for the sum of 3% percent of the Contract sum.

6. ACCEPTANCE:

6.1. The contractor agrees to hold prices firm for sixty (60) days from the date of the Bid. The owner reserves the right to accept or reject this proposal for a period of sixty (60) days from the Bid Due Date. Further, within five (5) calendar days after receipt of the prescribed forms, the Contractor agrees to execute the contract documents with the Owner and deliver any evidence of insurance as required by Owner. The undersigned Contractor understands that Owner shall require submission of complete list of subcontractors prior to execution of the contract documents.

COMPANY NAME: ROBINSON BENAT CONSTRUCTION, INC.

7. DISCLOSURES:

7.1. In preparing the proposal form, Bidders are required to list below major subcontractors whose prices are incorporated within the Bid. Generally, trades listed should be those involving major money amounts or special technical items.

TRADE	SUBCONTRACTOR
ELECTRICIAN	WIRED UP ELECTIRC
METAL FABRICATION	MC CONSTRUCTION
PLUMBING	AFFORDABLE PLUMBING SOLUTIONS

8. COMPLETION OF WORK:

8.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to execute a contract for the above-mentioned work in compliance with the Bid Documents and this Proposal Form. The Undersigned further agrees to guarantee completion of all Base Bid One Work within 90 calendar days after commencement of work. Should satisfactory completion of work not be completed within this time, liquidated damages in the amount of four hundred (\$400.00) dollars per calendar day will be assessed and applied against the payment of invoices. Reasonable extensions of time may be granted when requested in writing in a timely manner.

COMPANY NAME: ROBINSON BENAT CONSTRUCTION, INC.

9. COMMENCEMENT OF WORK:

10.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to mobilize to commence work within 7 calendar days after the awarding of the Contract.

Signed:  \_\_\_\_\_ Date September 20<sup>th</sup>, 2023  
Title: President \_\_\_\_\_ Telephone 469-474-5435 \_\_\_\_\_

***Print in Ink or Type***

Name Kyle N. Robinson  
Company Robinson Benat Construction, Inc.  
Address 200 Church Street, Suite A  
City, State, Zip Sulphur Springs, TX 75482  
Witness Craig Randall  
Witness Signature \_\_\_\_\_

Tax I.D.: 88-3615096

ADDENDUM NO. 1  
TO  
PLANS AND SPECIFICATIONS  
FOR  
HOPKINS COUNTY PRECINCT 2 MAINTENANCE SHOP BUILDING

PROJECT: HOPKINS COUNTY PRECINCT 2 MAINTENANCE SHOP BUILDING

LOCATION: 16030 Highway 11 East  
Como, Texas 75431

ISSUE DATE: September 09, 2023

The information contained in this Addendum shall become a part of the basic Specifications, the same as if originally incorporated therein. The original Specifications shall remain in the entirety, except as modified by the Addendum. The items herein shall supersede information in the Specifications.

*The following items reflect clarifications to the Plans-Specifications for the bid of this Project.*

ITEM NO. 1: Specifications and Bidding Documents.

Clarification: The Ice Maker will be supplied by Hopkins County, Contractor shall provide power and plumbing in the location. Supply 120v and 240v connections in this area.

ITEM NO. 2: Specifications and Bidding Documents.

Clarification: Contractor shall provide and install three (3) propane wall heaters in the office/restroom areas as follows. One (1) five (5) burner heater in the office. One (1) three (3) burner in the shop (large) restroom. One (1) two (2) burner in the office restroom.

ITEM NO. 3: Specifications and Bidding Documents.

Clarification: Sinks in the restrooms shall be Stainless Steel wall mount. Sinks in the shop area shall be Stainless Steel double sink pedestal.

ITEM NO. 4: Specifications and Bidding Documents.

Clarification: Both restroom areas to be finished with Plas-Tex (or equal) and the Shop hazmat restroom shall have a floor drain.

ITEM NO. 5: Specifications and Bidding Documents.

Clarification: No Mini-Split units will be needed for this project. Contractor shall provide opening, power and trim out for Hopkins County provided

window unit. Window unit shall be provided at the start of the project.

ITEM NO. 6. Specifications and Bidding Documents.

Clarification: Closed Cell Foam with a thickness of 1.5 inches shall be used in the open areas of the shop. Open Cell with a thickness of 3.5 inches shall be used from the floor up the first eight (8) foot behind the plywood walls. All Closed Cell Foam shall be painted with water base paint.

ITEM NO. 7. Specifications and Bidding Documents.

Clarification: All interior walls and ceilings shall have 3.5 inches of Open Cell Foam insulation.

(This Addendum shall be Signed by Bidder and attached to Original Bidding Document and included in the Sealed Bid.)

Contractor: Robinson Benat Construction, Inc.

Signed:

 \_\_\_\_\_

ADDENDUM NO. 2  
TO  
PLANS AND SPECIFICATIONS  
FOR  
HOPKINS COUNTY PRECINCT 2 MAINTENANCE SHOP BUILDING

PROJECT: HOPKINS COUNTY PRECINCT 2 MAINTENANCE SHOP BUILDING  
LOCATION: 16030 Highway 11 East  
Como, Texas 75431  
ISSUE DATE: September 12, 2023

The information contained in this Addendum shall become a part of the basic Specifications, the same as if originally incorporated therein. The original Specifications shall remain in the entirety, except as modified by the Addendum. The items herein shall supersede information in the Specifications.

*The following items reflect clarifications to the Plans-Specifications for the bid of this Project.*

ITEM NO. 1: Specifications and Bidding Documents.

Clarification: Supply and install two (2) thirty foot (30') DETROIT RADIANT PRODUCTS HL3-30-65N propane tube heaters from the ceiling fifteen feet (15') from the east wall and two (2) thirty foot (30') DETROIT RADIANT PRODUCTS HL3-30-65N propane tube heaters fifteen feet (15') from the west wall, each heater to be seventeen feet (17') above the floor elevation and run in line with each other so as to form a sixty foot long heated area ten feet (10') off the North and South perimeter walls. Heaters may be or equal but must be approved by Owner.

ITEM NO. 2: Specifications and Bidding Documents.

Clarification: Closed Cell foam in the roof area shall be applied to the under side of the roof panels with no Tyvek/ or equal installed. Closed Cell in this area will still be 1.5 inches and painted. Tyvek/ or equal shall still be used on exterior side walls.

ITEM NO. 3: Specifications and Bidding Documents.

Clarification: All garage doors are to have openers installed.

ITEM NO. 4: Specifications and Bidding Documents.

Clarification: Building color shall match existing color of the other building located on this site. White with Blue Trim.

ITEM NO. 5. Specifications and Bidding Documents.

Clarification: Electric service to be provided from existing Meter on site. Existing service provider is ENIGIE. Provide 60 amp service in each of the 240v locations. Power to the building is now on the west elevation of this building and the new 200 amp breaker box should be installed near the passage door located on the west elevation.

ITEM NO. 6. Specifications and Bidding Documents.

Clarification: All lighting in the shop area to be located two foot (2') below the ceiling.

(This Addendum shall be Signed by Bidder and attached to Original Bidding Document and included in the Sealed Bid.)

Contractor: Robinson Benat Construction, Inc.

Signed:

  
\_\_\_\_\_

ADDENDUM NO. 3  
TO  
PLANS AND SPECIFICATIONS  
FOR  
HOPKINS COUNTY PRECINCT 2 MAINTENANCE SHOP BUILDING

PROJECT: HOPKINS COUNTY PRECINCT 2 MAINTENANCE SHOP BUILDING

LOCATION: 16030 Highway 11 East  
Como, Texas 75431

ISSUE DATE: September 12, 2023

The information contained in this Addendum shall become a part of the basic Specifications, the same as if originally incorporated therein. The original Specifications shall remain in the entirety, except as modified by the Addendum. The items herein shall supersede information in the Specifications.

*The following items reflect clarifications to the Plans-Specifications for the bid of this Project.*

ITEM NO. 1: Specifications and Bidding Documents.

Clarification: Contractor shall construct all garage door openings for this project and provide power for the garage door openers. Hopkins County shall have the garage doors and openers installed during construction at their expense. (Please do not include the cost for these doors and openers.)

ITEM NO. 2: Specifications and Bidding Documents.

Clarification: Interior walls for the Office/Restroom area shall be wood stud construction adequate to support storage area located above this area.

(This Addendum shall be Signed by Bidder and attached to Original Bidding Document and included in the Sealed Bid.)

Contractor: Robinson Benat Construction, Inc.

Signed:  \_\_\_\_\_



ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

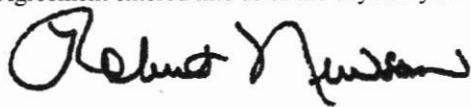
9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
- .5 Drawings

NUMBER	TITLE	DATE
DETAIL -1/5	Main Level	08-22-23
DETAIL -2/5	Front- Rear	08-22-23
DETAIL -3/5	Left- Right	08-22-23
DETAIL -4/5	Upper Level	08-22-23
DETAIL -5/5	Electrical	08-22-23
DETAIL -S100	General Notes	08-29-23
DETAIL -S101	Barn Foundation Plan	08-29-23
DETAIL -S102	Barn Roof Framing Plan	08-29-23
DETAIL -S200	Foundation Section and Details	08-29-23
DETAIL -S201	Building Frame Sections	08-29-23
DETAIL -S202	Building Frame Sections	08-29-23
DETAIL -S203	Sidewall Elevations	08-29-23

- .6 Specifications  
Original Proposal HOPKINS PRECINCT 2 MAINTENANCE SHOP BUILDING 9-20-23
- .7 Addenda  
Addendum No. 1 09-09-23  
Addendum No. 2 09-12-23  
Addendum No. 3 09-12-23

This Agreement entered into as of the day and year first written above.




**OWNER** (Signature and Title)

**CONTRACTOR** (Signature and Title)

Robert Newsom, County  
Printed Name and Title  
Judge

Kule N. Robinson President  
Printed Name and Title

Handwritten signature or name, possibly "Robert [unclear]"

Faint handwritten text, possibly a date or address, including "1911" and "1000"

Hopkins County  
RFP 2023-004 60x80 Clear Span Metal Building

**HOPKINS COUNTY**

**RETURN DEADLINE IS NO LATER THAN 2:00 PM, WEDNESDAY, SEPTEMBER 20, 2023.**

SPECIFICATIONS AND BID FORMS  
60' X 80' CLEAR SPAN METAL BUILDING  
HOPKINS COUNTY PRECINCT 2, COMO TEXAS

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your proposal, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

ALL HANDWRITTEN SIGNATURES MUST BE IN INK AND ALL PRICES MUST BE WRITTEN IN INK OR (PREFERABLY) TYPEWRITTEN.

BIDDER MUST INCLUDE EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

**RETURN PROPOSAL TO:**

**HOPKINS COUNTY JUDGE  
HOPKINS COUNTY COURTHOUSE  
118 CHURCH  
SULPHUR SPRINGS, TEXAS 75482**

PROPOSALS RECEIVED LATER THAN THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED

PROPOSALS WILL NOT BE ACCEPTED BY VENDORS WHO WERE NOT PRESENT AT THE MANDATORY PREBID MEETING.

## REQUEST FOR PROPOSALS

### 60'X80' CLEAR SPAN METAL BUILDING

From: Hopkins County Auditor  
P. O. Box 288  
Sulphur Springs, Texas 75483

Proposals will be received at the Hopkins County Judge's Office until **2:00 p.m. Wednesday September 20, 2023**, and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. If needed, interviews will be set for the following week.

#### A. Scope of Proposal

Provide Construction of a 60'x80' clear span metal building for Hopkins County Precinct 2, located in Como Texas.

#### B. Conditions

1. Upon acceptance and approval by the Commissioners Court this proposal affects a working contract between Hopkins County and the successful bidder for the period designated.
2. Proposals must be received by the County Judge's Office prior to the time and date specified. The mere fact that a proposal was dispatched will not be considered; the bidder must have the proposal actually delivered.
3. The County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County.
4. Hopkins County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
5. Hopkins County reserves the right to reject any proposal that does not fully respond to each specified item.
6. The bidder should include an employer identification number or social security number.
7. Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:  
**"RFP 60'x80' CLEAR SPAN METAL BUILDING FOR HOPKINS COUNTY PRECINCT 2, to be opened WEDNESDAY, 2:00 pm, September 20, 2023."**
8. Proposals must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.
9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all proposals if applicable. Used merchandise may be furnished with all proposals if applicable. Used merchandise may be substituted if like new and a warranty or maintenance contract can be furnished with the proposal.

Hopkins County  
RFP 2023-004 60x80 Clear Span Metal Building

10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
11. The proposal award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Warranties
  - c. Delivery
  - e. Hopkins County experience with products bid
  - f. Hopkins County's evaluation of Vendor's ability to fulfill contract.
  - g. Vendor's past performance record with Hopkins County
  - h. Turn Around Time
12. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the Owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
13. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the proposal sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.

If there are any additional charges of any kind, other than those mentioned above, specified, or unspecified, the bidder MUST indicate ALL items required and attendant costs or forfeit the right to payment.

14. Hopkins County is exempt from certain Federal Excise, State, and Local taxes.
15. Upon completion of this contract, or as otherwise stated, the contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts nor payments shall be construed as an acceptance of any defective work, improper materials, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:

**County Auditor  
P.O. Box 288  
Sulphur Springs, Texas 75483**

16. Specifications may reference name brands and model numbers. It is not the intent of Hopkins County to limit or restrict proposals but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Hopkins County shall act as sole judge determining in equality and acceptability of items offered.

**C. SPECIAL PROVISIONS**

1. Bidders should state all insurance coverage applicable to this contract. Examples are:  
**Workman's Compensation, General Liability, Manufacturer's Liability, etc.**

THE SUCCESSFUL VENDOR MUST SUBMIT COPIES OF INSURANCE CERTIFICATES TO THE COUNTY AUDITOR BEFORE ANY WORK OR DELIVERY CAN BE INITIATED. Payments shall not become due and payable until such certificates have been filed.

**D. CONTRACT FULFILLMENT**

Hopkins County  
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Hopkins County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Hopkins County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

This contract is intended to cover a 1-year period from the date that it is accepted in Commissioner's Court.

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E. NON-COLLUSION AFFIDAVIT

The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all item upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid will be (30) calendar days from the date of the proposal opening.

STATE OF TEXAS

COUNTY OF HOPKINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kyle Robinsen who after being by me duly sworn, did depose and say: "I, Kyle Robinsen, am a duly authorized officer of/agent for Robinson Benat Construction and have been duly authorized to execute the foregoing proposal on behalf of the said Contractor. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Name and Address of the Bidder: Robinson Benat Construction, Inc.


200 Church St., Suite A

Sulphur Springs, TX 75482

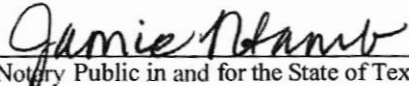
Telephone: 469-474-5435

Tax I.D.: 88-3615096

By Kyle N. Robinson Title President  
Type Name

Signature: 

SUBSCRIBED AND SWORN to me by the above named Kyle Robinsen on this  
the 20 day of September, 2023.

  
Notary Public in and for the State of Texas





**MEMORANDUM**

**DATE:** September 20<sup>th</sup>, 2023

**TO:** Judge Robert Newsom  
Hopkins County Judge  
118 Church Street  
Sulphur Springs, TX 75482

**SUBJECT:** Insurance Summary for Robinson Benat Construction, Inc.

Robinson Benat Construction, Inc.'s Insurance Coverage applicable to the contract for Hopkins County Precinct 2 Maintenance Shop:

1. Workers Compensation
2. General Liability (limits to follow)
  - a. General Aggregate: 2,000,000
  - b. Personal Injury: 1,000,000
  - c. Products: 1,000,000
  - d. Damage to Rented Premises: 50,000
  - e. Medical Expenses: 5,000

Point of Contact for this Memorandum is the undersigned.

A handwritten signature in black ink, appearing to read 'Kyle N. Robinson', is written above the typed name.

Kyle N. Robinson  
Robinson Benat Construction, Inc.  
469-474-5435