

 Rockwall INDEPENDENT SCHOOL DISTRICT	Request for COMPETITIVE SEALED PROPOSALS
	RFCSP 2526.11-001 RHHS IRRIGATION WELL REPAIR

<u>Date</u>	<u>Event</u>
November 7, 2025	1 st Advertisement / Issue Date
November 11, 2025	Pre-Bid Conference – 10:00 A.M. (CST)
November 13, 2025	Last day to submit questions – 12:00 P.M. (CST)
November 17, 2025	Addendum Posted to Address Questions
November 20, 2025	Deadline for Responses – 2:00 P.M. (CST)
December 15, 2025	Recommendation to RISD Board of Trustees

** The District will make every effort to adhere to this schedule; however, dates are subject to change. Any changes will be posted in the form of an addendum on the RISD website. Additional addendums may be posted at the discretion of RISD. Potential respondents are responsible for watching the website for such publications.*

Deliver Sealed Responses to:

Rockwall ISD Administration Building
Purchasing Department
1050 Williams Street
Rockwall, Texas 75087

Rockwall ISD Purchasing Department:

(Contact during Procurement)
Jana Hunter, MBA, RTSBA
Director of Purchasing
972-771-0605
jana.hunter@rockwallisd.org

Rockwall ISD Operations Department:

(Contact during Project)
Will Salee
Senior Executive Director of Operations
972-771-0605
will.salee@rockwallisd.org

Pre-Bid Information:

November 11, 2025 – 10:00 A.M.
Rockwall ISD Administration Bldg.

NOTICE

The Rockwall Independent School District (RISD) is soliciting proposals per the specifications stated elsewhere in this solicitation document. A response to this solicitation is an offer to contract with Rockwall ISD and its members based on the specifications and standard terms and conditions contained in the bid document.

Respondents are cautioned to read this document completely and submit all documents. Each respondent, by submitting a response, represents that he/she has read and understands the proposal. Failure to examine the documents will be at the vendor's risk.

Respondents shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer is submitted will be construed by the RISD Board of Trustees to indicate that the respondent agrees to carry out the furnishing of products and services in full accordance with the specifications and other contract documents notwithstanding existing material and labor market conditions. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.

The vendor should propose his/her lowest and best price. All pricing information shall be entered on the proposal in ink or typewritten. Pricing should include packaging and transportation unless otherwise noted by the vendor.

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract, provided, however that the vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

Jana Hunter

Jana Hunter, MBA, RTSBA
Director of Purchasing

November 7, 2025
Release Date



DISTRICT OVERVIEW

Rockwall ISD, situated in Rockwall County, Texas, comprises approximately two-thirds of the county's area and shares the county's boundary lines on the North, West and South. The eastern boundary of the district is an irregular line running through the town of Fate.

The District currently has 21 campuses comprised of 16 elementary schools, 4 middle schools, 2 high schools, 2 9th Grade Centers, a College and Career Academy and an alternative school. The District currently serves approximately 18,500 students and employs approximately 2300 employees.

Rockwall ISD has grown by more than 3,000 over the last decade and is expected to grow by nearly 6,000 students by 2030.

Rockwall ISD's Call to Action: Rockwall ISD empowers learners to embody independence, value relationships, and achieve excellence as thriving members of a dynamic community.

We believe that:

- Collaborative relationships create a culture where learners thrive.
- An effective learning environment is collaborative, safe, challenging, and responsive to the diverse needs of all students.
- Learning is a partnership that engages all members of our community to empower empathetic and responsible citizens for success among themselves.
- All learners deserve to be challenged in preparation for lifelong learning and future success.

Core Values:

- Relationships
- Innovation
- Excellence



Additional information about Rockwall ISD can be obtained on its website: www.rockwallisd.com



CODE OF CONDUCT

Vendors and their suppliers, installers and all others working on Rockwall ISD facilities are required to understand and adhere to the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a work's removal from the facilities and/or the termination of all subcontractor's contract. Vendors are responsible for the suppliers and installers adherence to these policies. All personnel working on RISD facilities will indicate their understanding and agreement to comply with these rules and responsibilities by submitting a response to this solicitation.

1. Vendor's employees, installers and suppliers who will be entering the district should check in with the Rockwall ISD designated representative.
2. Vendor's employees, installers and suppliers must wear picture ID badges while on Rockwall ISD property.
3. The use of any tobacco products is prohibited on district property. These prohibited items include but are not limited to cigarettes, cigars, vapes and smokeless tobacco.
4. Drugs and alcoholic beverages are prohibited.
5. The use of vulgar or improper language is prohibited.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on district property will result in immediate remove from property.
7. School requirements may occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and work with RISD to make-up any scheduling.
8. All contact with student is strictly prohibited.
9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and personal protection equipment (as needed).
10. Vendor's employees, installers and suppliers will promptly leave the premises at the end of each work shift or once business purpose has been served.
11. Vendor's employees, installers and suppliers will comply with all state and district rules regarding weapon free zones.
12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by Rockwall ISD to perform criminal background evaluations/investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on RISD property where students are present: Any offense against a child, any sex offense, any crimes against persons involving weapons or violence, any felony offense against property; or any offense that Rockwall ISD determines to compromise the safety and well-being of staff, students and/or property.



TABLE OF CONTENTS

<u>Description</u>	<u>Page Number</u>
Standard Terms and Conditions	6-24
Specifications	25-26
Vendor Forms and Certifications	27-35
Sample Contract	36-59



STANDARD TERMS AND CONDITIONS

The following instructions by the Rockwall Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process. The following Terms and Conditions are standard for the District and apply to all types of purchasing, including this solicitation. In these Terms and Conditions, the terms *respondent*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *RISD*, *owner*, *district*, and/or *government entity* refer to Rockwall Independent School District.

The documents contained in this solicitation represent the potential agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.

Any specifications, details, or specific instructions for this solicitation will be found following these Standard Terms and Conditions. Some of the Standard Terms and Conditions may not be applicable to a specific bid or proposal. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the vendor's bid or proposal documents. If there are specific terms and conditions contained in the bid or proposal documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the bid and solicitation documents shall control. By submitting a bid or proposal, each vendor or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.

The district guarantees no minimum dollar amount in purchase orders against this contract. The scope of this request and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.

The RISD can terminate any resulting award for this request with thirty (30) calendar day notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit RISD to terminate this request in order to enter other contracts or make other arrangements for essentially the same services made the subject of this solicitation.

All bids and proposals from the vendor must remain open for acceptance for sixty (60) days after submittal.



AUTHORITY

The Board of Trustees has delegated to the superintendent the authority to make budgeted purchases for goods and services. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents may be made by the Director of Purchasing. Modifications to contracts/agreements will be made by the Director of Purchasing in accordance with the RISD Board of Trustee guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement. The functional administrator for this contract is Will Salee, Senior Executive Director of Operations.

CONTACT

Contact between soliciting vendors and user departments during this solicitation process or evaluation process is prohibited. Any attempt by a soliciting firm to contact the department may result in disqualification.

VENDOR QUESTIONS

Any explanation desired or questions by a vendor regarding the meaning or interpretation of these instructions or any other documents included in this solicitation must be requested in writing to RISD, Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087 (jana.hunter@rockwallisd.org) with sufficient time allowed for a reply to reach vendors before the submission of their offers. The email subject line for questions should read: "Questions" followed by the solicitation number and title. The deadline for questions regarding this solicitation is November 13, 2025.

ADDENDA

Written responses to vendor questions shall be presented in the form of an Addendum and posted on the District's website at: <https://www.rockwallisd.com/Page/380>. Respondents should monitor the Purchasing page on the RISD website for such postings. Oral explanations or instructions will not be binding. Rockwall ISD reserves the right to post addendums up to, and including, the business day prior to the deadline. Vendors who submit a bid or proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a bid or proposal not responsive to the solicitation. Failure to receive such addenda does not relieve the vendor from any obligation under the bid or proposal submitted. All formal written addenda become a part of the vendor bid or proposal documents.



PRE-BID MEETING

Any scheduled pre-bid meeting, will be noted on the cover page of this document. In the event a pre-bid meeting is held, attendance is highly recommended to all potential responders. The purpose of this meeting will be to answer any questions regarding the proposal specifications. Proposers are reminded, however, that verbal responses are not binding – only questions answered by formal written agenda will be binding and will be made part of the proposal documents. Proposers must satisfy themselves, upon examination of these specifications in the pre-bid conference, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposal will be entertained from either party.

SUBMISSION

The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/respondent. In submitting a response to this solicitation, respondent understands and agrees to be bound by the terms and conditions, provided in this document, which shall be incorporated into any future contracts, agreements, or purchase orders relating to any resulting agreement between the vendor and Rockwall ISD.

Submissions to this request are due by: November 20, 2025 – 2:00 P.M. (CST)

Responses must be plainly marked on the outside with the vendor's name and address and the solicitation number. A shipping label has been provided in this packet and its use is highly encouraged. Respondents are instructed to submit (1) one original hard copy (marked ORIGINAL) and (1) one additional hard copy.

Responses must be delivered in a sealed envelope or container and submitted to the Purchasing Department at the RISD Administration Building in sufficient time to be received and time-stamped on or before the published date and time shown within this document or on any subsequent addenda. No other published dates will be binding. Late submissions will not be accepted. Unsigned, unsealed, faxed or late responses will not be accepted. Rockwall ISD will not be responsible for mail delivered from the post office. No oral, telegraphic, telephonic, electronic mail or facsimile transmitted responses will be considered. RISD Purchasing personnel will be the official time keeper for all submissions.

Each vendor shall furnish the information required by the solicitation documents. Proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Emphasis should be placed on conformity to the instructions and requirements of this solicitation and the completeness and clarity of content. Links to web sites for supporting documentation are not acceptable. Expensive bindings, color displays, and advertising materials are not necessary or desired.

Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive. The vendor must sign the Offer Form and return with the other certifications provided



herein. Failure to manually sign the offer may disqualify it from being considered. The person signing the documents must initial erasures or other changes. Signatures by an agent are to be accompanied with evidence of his authority unless such evidence has been previously furnished to RISD.

EXCEPTIONS/MODIFICATIONS/WITHDRAWAL

Responses deposited with Rockwall ISD may be withdrawn prior to the time set for opening. A response may not be withdrawn after the submittal deadline. By submitting a response, the proposer warrants and guarantees that the document has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. If any exceptions are taken to any portion of the bid or proposal, the vendor must clearly indicate the exceptions taken and include a full explanation. Vendor's failure to identify exceptions or proposed changes will constitute acceptance by the vendor of the bid or proposal as proposed by the District. The District reserves the right to reject a bid or proposal containing exceptions, additions, qualifications, or conditions. Any bid or proposal to the District by the vendor, or contract between the District and the vendor, can be modified or withdrawn only by written agreement between Rockwall ISD and the vendor.

BID OPENING

Submittals may be publicly opened immediately after the response deadline on the same day. Responses received by hand delivery or mail after the stated due date and time will remain unopened. Trade secrets and confidential information contained in response shall not generally be open for public inspection, but RISD's records are a matter of public record.

DISQUALIFICATION

Any bid or proposal that does not contain all required contents required by District may be disqualified. Vendor is strongly encouraged to carefully review its bid or proposal documents prior to submitting their response to ensure all requirements are met. Failure to provide the information requested, in its entirety, may be grounds for disqualification of the bid or proposal. Bidders or proposers may also be disqualified and their bids or proposals not considered, among other reasons, for any of the following specific reasons:

- a. Reason for believing collusion exists among respondents
- b. Reasonable grounds for believing that any respondent is interested in more than one solicitation for the work contemplated
- c. Where the respondent, any sub-contractor or supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District
- d. Respondent being in arrears on any existing contract/purchase order or having defaulted or failed to perform in a satisfactory manner on a previous purchase order
- e. Lack of competency as revealed by pertinent facts, including but not necessarily limited to, experience and equipment, financial statement and questionnaires



- f. Uncompleted work that, in the judgement of the District, will prevent or hinder the prompt completion of addition work if awarded.
- g. Where the bidder or proposer has failed to perform in a satisfactory manner on a previous purchase order or contract.

RISD expressly reserves the right to:

- a. Reject any or all proposals
- b. Consider a response irregular if it shows any omissions, alterations of form, additions, or conditions not called for; failure to return all forms and copies; or irregularities of any kind.
- c. Waive any minor informality or deficiency in a bid or proposal if it is determined to be in the best interest of RISD
- d. Award to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Respondent chooses to propose "All or None" or is not agreeable to multiple or split awards, it must be noted as a deviation and included with the response.
- e. Reissue a request
- f. Consider and accept an alternate proposal as provided herein when most advantageous to RISD, including the utilization of other District contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
- g. Cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
- h. Procure any item or services by other means to meet time-sensitive requirements
- i. As part of the evaluation process, seek additional information from bidders or proposers, interview bidders or proposers, and negotiate the terms of a proposal as allowed by Texas law.
- j. Negotiate price/delivery for service(s)/products(s) identified by this request. The District reserves the right to reject any and all bids that comply with the specifications or to accept a higher bid that complies, when, in judgment of the District, such proposal offers additional value or function, which justifies the difference in price.
- k. Make an award without discussion with any proposer.
- l. Be the sole judge of acceptable proposal responses.
- m. Cancel part or this entire contract at any time during the term without cause. Notification will be submitted in writing no less than thirty (30) days prior to the effective date. Upon receipt of such notice from the District, vendor shall not thereafter incur, and RISD shall have no liability for, any costs under this solicitation that are not necessary for actual performance of the request between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, RISD shall have no liability to vendor for lost or anticipated profit resulting there from.



- n. Terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which RISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. RISD may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

Purchases of service or equipment from a business owned in whole or in part by a Rockwall ISD employee shall be permitted only when approved by the Director of Purchasing and when determination has been made that such equipment or service is not an extension of the employee's regular job responsibility at the District. Failure on part of Proposer to disclose ownership by the District employee may be grounds for disqualification.

EVALUATION

Proposals may be evaluated by an Evaluation Committee comprised of key Rockwall ISD personnel in order to fairly evaluate all qualified proposals. Evaluation by committee members will be combined into one score, which will be compared to the other proposals.

To the extent allowed by law, discussions/negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.

The solicitation process seeks to find the best overall solution to Rockwall ISD. While it is the intent of the school district to obtain the best quality products and/or services at the lowest prices possible, cost is not the only factor in making the determination of best value. Award shall be made to the qualified respondent(s) whose response is most advantageous to Rockwall ISD. In determining to whom to award a contract and per the Texas Education Code 44.031 (b), the district considers (at a minimum) the following criteria. At the discretion of the district and in evaluation of this solicitation, point values are indicated where applicable.



TEC	Criteria	Description	Weight
(1)	Purchase Price		60
(2)	The reputation of the vendor and of the vendor's goods or services	<i>The respondent's demonstrated knowledge, competence and experience with similar type services for districts and/or public entities.</i>	10
(3)	The quality of the vendor's goods or services	<i>Including but not limited to qualifications and experience of the respondent and team members providing services associated with this solicitation</i>	10
(4)	The extent to which the goods or services meet the District's needs		5
(5)	The vendor's past relationship with the District	<i>The respondent's past relationship with the District and quality of references from past or current customers in education.</i>	5
(6)	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses		
(7)	The long-term cost to the District to acquire the vendor's goods or services	Any proposed price increase beyond the first year, if applicable	5
(8)	For a contract for good and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: - Has its principal place of business in this state; or employs at least 500 persons in this state		
(9)	Any other relevant factor specifically listed in the request for bid or proposals, including compliance with the basic requirements and forms provided in this document		5
	In awarding a contract by competitive sealed bid under this section, a school district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Section 271.9051, Local Government Code. This subsection does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.		
	As provided by Texas Education Code 44.043 ("Right to Work"), Rockwall ISD will not consider whether the vendor is a member of, or has any other relationship, with any organization, and the specifications are not intended to, and do not, deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organizations.		



LOBBYING

In order to ensure the integrity of the selection process, the vendor's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials involved in the solicitation from the date it is released until the award.

AWARD

Successful vendor(s) may be notified in writing of District's award. No assignment of a bid, proposal, or resulting contract is permitted without the prior notice to and written consent of Rockwall ISD by means of a Notice to Proceed and/or Authorized Purchase Order or signed contract after a recommendation has been accepted by the RISD Board of Trustees. If respondent requires any other agreement, a draft document must be provided with the proposal. No work shall begin, goods procured or delivered, or costs incurred by vendor until the notice is received. Any cost incurred by the vendor prior to the notice shall not be reimbursed by the District.

Tabulations may be requested by contacting the Director of Purchasing via email upon award of a contract based upon approval by the RISD Board of Trustees, if required. Otherwise, information may be released after award of the contract by the Superintendent or designee.

TERM

If this solicitation is for a set time period only, or a single purchase, the award will last until the goods or services have been delivered, completed and accepted by the District. The District reserves the right to acquire reasonable amounts of additional goods/services, as listed in the bid or proposal, subject to verification of the same or lower prices and conditions of the bid or proposal and consistent with Texas law. After the initial contract term, the District reserves the right to extend the contract as indicated in this request.

PRICING

All prices proposed by the vendor, and accepted by the District, shall remain in effect throughout the term of the bid proposal, award, contract, or purchaser order, and cannot be increased during that term without written agreement between the vendor and the Rockwall ISD Board of Trustees or its designee. Rockwall ISD reserves the right to show a preference to any bid or proposal that provides a standard discount percentage for goods or services, or a discount for early payment of any bill to the vendor for its goods or services.

BILLING AND PAYMENTS

Per CH Local of District Policy - The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items not ordered via this method. The purchase order number shall appear on all itemized invoices to ensure payment. District employees shall not be permitted to purchase supplies or equipment for personal use through the District's



business office without an authorized purchase order. Completing work or providing product without a purchase order may result in non-payment by the district and/or termination of awarded contract.

The District is a tax-exempt entity under Texas law. Vendor should not include tax on its bid, proposal, quote or invoice to the District. Vendor shall submit itemized invoices on each purchase order in a timely manner following delivery.

Invoices shall indicate the purchase order number and be submitted to RISD Business Office, Attn: Accounts Payable, 1050 Williams Street, Rockwall TX 75087 or emailed to accountspayable@rockwallisd.org.

The vendor shall make no charge or addition to the accepted price for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by RISD (unless specified in the specifications) and the above instruments are submitted and the invoice has been accepted by RISD. All prices shall be F.O.B. destination.

District shall make all payments under this Agreement from current revenues available. In the event no funds, or insufficient funds due to non-appropriation, are available at any time or during any fiscal period when such payment is due, in accordance with Local Government Code Ann. §271.903, District shall notify vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty or expense to District of any kind whatsoever. However, District shall be responsible to remit payment for all services provided by the Vendor to the District prior to the termination date.

GOODS

The vendor warrants that it owns and is legally able to transfer ownership of the goods or materials that are the basis of the solicitation to Rockwall ISD. The vendor warrants that it owns a clear title free of any materialman's, suppliers, or other type of liens, mortgage, encumbrance, or other security interest in the goods or materials supplied to Rockwall ISD. Any breach to this warranty of title shall be considered a default by the vendor and good cause for termination of the award, contract, or purchase order.

Strict conformance with the standards, specifications, and requirements of the bid or proposal is required by Rockwall ISD. Unless otherwise stated in the specifications, all supplies and components to be provided shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the term of an awarded agreement the vendor believes the furnishings of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

If a brand name or specific model name is shown in the proposed specifications or bid form, such usage is



to indicate an acceptable standard which must be considered if bidding better or equivalent products. Any bid or proposal for such better or equivalent products shall provide significant information on the products to allow the District to determine whether or not they are acceptable.

Any proposed substitution of goods or services to be supplied by the vendor shall require prior written acceptance by the District, unless stated otherwise. The vendor shall be bound to provide all proposed goods or services if its bid or proposal is accepted and awarded by Rockwall ISD, and no changes shall be acceptable unless agreed to in writing by the District.

Vendor assumes all liability for delivering non-compliant goods. The District reserves the right to reject any tender of non-compliant goods and shall require the vendor to take possession of such defective goods at no cost to District, and replace them with compliant goods at no cost to District, unless Rockwall ISD elects, in writing, to accept such non-compliant goods. Such non-confirming goods shall constitute good cause for termination of the contract, purchase order, or award, if not accepted by written agreement by Rockwall ISD or cured by the vendor.

Respondent agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he/she will notify RISD to this effect in writing within two weeks after the signing of this a contract. If RISD does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify RISD for any damages due to such claim. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this document shall be null and void. RISD may pay vendor for the reasonable cost (as determined by RISD) of his/her search as to infringements.

Respondent warrants that the product sold to RISD shall conform to the standards promulgated by the federal government including, but not limited to, the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) and the Consumer Product Safety Commission (CPSC). In the event the product does not conform to applicable safety standards, RISD may return the product for correction or replacements at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time (i.e., 2 weeks) correction may be made by RISD at vendor's expense.

The terms of the agreement are "no arrival, no sale". The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods/services at the point or points of delivery. The District shall have the right to inspect the goods at delivery before accepting them. The vendor shall be responsible for replacing or correcting any defective product or service supplied to the District in response to the Solicitation at no cost to Rockwall ISD.



DELIVERY

Performance of service/delivery of goods shall be made to the location identified on each purchase order or resulting contract. All work performed, as herein shown under the specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of good/service. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, free of liens, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach of the contract, purchase order, and award, and the vendor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the vendor may reasonably notify the district of his intention to cure and may then make a conforming tender within the contract time but not afterward.

The vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) vendor's name and address;(b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The vendor shall bear the costs of packaging and delivery at reasonable costs unless otherwise provided. Acceptance by the District of any delivery shall not relieve the vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the specifications and shall not waive the District's right to request replacement of defective material.

NOTICE OF DELAYS

Whenever the vendor encounters any difficulty which delays or threatens to delay timely performance, the vendor shall immediately give notice, in writing, to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by Rockwall ISD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

SAFETY DATA SHEET (SDS)

The vendor shall provide, at no cost to DISTRICT, at least one (1) copy of any Safety Data Sheet (SDS) applicable to any goods or materials to be supplied by the vendor in response to this solicitation.

WARRANTIES

Warranties for goods and services shall be a minimum of one (1) year from completion of the bid or proposal. If goods or services to be provided are of comparable quality, the District may give preference to longer warranties when evaluating the bid or proposal.



The price to be paid by Rockwall ISD shall be that contained in vendor's response, which the vendor warrants to be no higher than the vendor's current prices on orders by others for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event the vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others or, in the alternative, Rockwall ISD may cancel this contract without liability to the vendor for breach or the vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Rockwall ISD shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

The vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. The vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the bid will be covered by an all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year.

CONTRACTORS

Persons providing services on a project ("subcontractor" in Texas Labor Code 406.096) include 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 that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

Respondents will provide their own tools/equipment required/expected of their craft/trade. The contractor is responsible for permits and fees required and compliance with all local, state, and federal rules, regulations, and statutes. The job site shall be in a clean, safe and orderly condition at all times. It shall be the contractor's



responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

The contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses from work performed by contractor for the District.

The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.

INSURANCE

The successful respondent, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas. Insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible for making sure the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Insurance must remain in effect for the duration of this contract. Should any policy be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, RISD. The contractor shall notify the district in writing by certified mail or personal delivery, within ten 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. 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 district showing that coverage has been extended.

Vendor may be required to provide a copy of insurance coverage to RISD. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. The bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "RISD, Attn: Director of Purchasing, 1050 Williams Street, Rockwall, TX 75087." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

The contractor represents to the district that all employees of the contractor who will provide services on the project will be covered by statutory 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 filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor, 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.

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.

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 is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

TERMINATION

Vendor shall be considered in default, and such default shall be grounds for the District to terminate any resulting award for this solicitation and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default, in the presence of a failure to perform any of its obligations under any resulting agreement and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. In case of default of the vendor, RISD reserves the right to terminate the purchase order. In case of default of three (3) purchase orders, the district reserves the right to terminate the contract and suspend future business with the vendor.

Rockwall ISD shall have the right to terminate any purchase order to, contract with, or awarded to the vendor, in whole or in part, for cause (including breach of the proposal, warranties, or contract by the vendor, or because of loss of federal funding) or for the District's convenience at any time. Any award, contract, or purchase order is subject to termination by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the solicitation on behalf of the District, is at any time while the solicitation is in effect, an employee of the vendor in any capacity or as a consultant to the District with respect to the subject matter of the Solicitation.

If deemed necessary, inspections will be made by authorized District personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.



FORCE MAJEURE

Neither the District nor the vendor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the bid or proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the bid or proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. These provisions shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work, as otherwise permitted under the bid or proposal.

CONFLICTS

Effective January 1, 2006 and pursuant to Texas H.B. No. 914 and in accordance with Chapter 176 of the Texas Local Government Code, Section 176.006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons, hereafter referred to as Vendors) are required to file, on an annual basis, a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website. Information regarding H.B. No. 914 may be obtained from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us>.

Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.

Local Government Code Chapter 171

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The laws states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the



governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The business entity is responsible for first electronically filing Form 1295 with the Ethics Commission. This filing process creates a certification of filing and a completed Form 1295 must be printed, signed by an authorized agent of the business entity and submitted to the school district.

GRATUITIES

Please note that a “gift to a public servant” is a Class A misdemeanor offense if the recipient is a government employee who exercise some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

The District may, by written notice to the vendor, cancel this solicitation, its contract, purchase order, or award without liability to the vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise were offered or given by the vendor, or any agent or representative of the vendor, to any Board of Trustee member, officer, or employee of the Rockwall Independent School District with an intent to secure favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement. In the event this contract is canceled by the District pursuant to this provision, Rockwall ISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount used by the vendor to provide such gratuities.

FACILITIES

Rockwall ISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. No one may use, consume, carry, transport or exchange alcohol beverages, tobacco, cigarettes, electronic cigarettes, controlled substances and/ or illegal drugs while in a school district building or while on school district property. It is the responsibility of the vendor to ensure that its employees, agents, and subcontractors are not under the influence of drugs or alcohol and/or in possession of drugs, tobacco, alcohol, or weapons. If an employee, agent, or subcontractor of vendor is found to be under the influence and/or in possession of drugs/tobacco, alcohol, or weapons at the time of service, the vendor will be notified at once by District that the individual(s) must be immediately restricted from all Rockwall ISD campuses/departments. Repeated offenses by vendor could result in contract termination for default.

For the safety of students, all vendor personnel will sign visitor log in the office at the campus. An identification badge will be worn as required by the campus administrator. Vendor personnel are expected to maintain proper dress and exhibit a vendor badge or wear vendor issued shirts displaying the vendor logo. All contractors must also be in a uniform that identifies them at all times.

All vendor personnel are required to stay within the designated installation areas and may only enter a



teacher's classroom when accompanied by District personnel.

At the time of offer submission, the person or entity submitting an offer must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly held corporation.

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Vendors (owners, officers, employees, volunteers, etc.) may not work on District property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property
- Any other offense the District believes might compromise the safety of students, staff, or property.

ASBESTOS

Vendors who perform work inside the RISD facilities are hereby notified that buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both RISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that RISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan.



Products and/or services procured under this agreement may be of a construction nature and will require certification that materials utilized and installed in conjunction with any project involving construction, be it new, renovation or contracted trade services, are free of asbestos and lead.

PUBLIC INFORMATION ACT (PIA) / FREEDOM OF INFORMATION ACT (FOIA)

By entering into a contract, pursuant to Texas Government Code Ann. Chapter 552, Subchapter J, the vendor agrees to be bound by the following terms if the contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the Rockwall ISD. If the district receives a written request for public information related to this Contract that is in the possession or custody of the vendor and not in the possession or custody of the District, Rockwall ISD shall send, not later than the third business day after the date the District receives the written request, a written request to the vendor that vendor provide that information to the District.

The vendor must:

- Preserve all contracting information related to the contract as provided by the records retention requirements applicable to the District for the duration of the contract;
- Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the vendor upon request of the Rockwall ISD; and,

On completion of the contract, either:

- Provide to the District at no cost all contracting information related to the contract that is in the custody or possession of the vendor; or
- Preserve the contracting information related to the contract as provided by the records retention requirements applicable to the District.

If the requirements of Subchapter J, Chapter 552, Texas Government Code Ann. apply to this Solicitation or Contract, the vendor agrees that the contract can be terminated if the vendor knowingly or intentionally fails to comply with the requirements of that subchapter. Texas Government Code Ann. Chapter 552.374.

Further, under Texas Government Code Ann. Chapter 552.372(c), Rockwall ISD may not accept a bid from or award a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

If a vendor fails to provide the requested information to the District, Texas Government Code Ann. §552.373



requires the District to notify the vendor in writing of the failure and allow 10 business days to cure the violation. Rockwall ISD may terminate the contract if vendor fails to remedy the failure, the District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

INDEMNITY

Except as otherwise expressly provided or prohibited by law, respondent shall defend, indemnify, and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

ANTI-TRUST

Successful respondent shall assign to RISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

MEDIATION

In the event of any dispute arising out of, related to, or regarding vendor's bid or proposal, or charges for goods or services provided by the vendor, those disputes will be resolved under the terms of Texas Government Code Ann. Chapter 2251. The vendor further agrees that any dispute regarding the sufficiency of the goods or services supplied by the vendor that is not resolved by discussion with the District, will be submitted to mediation in Rockwall County, Texas, with a mutually-agreed mediator, before either party may file suit. The costs of the mediator will be divided equally between the parties. In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees from the other party.

LITIGATION

This procurement, and any resulting award, contract, purchase order, or other agreement arising out of or related to it, shall be governed and interpreted by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Rockwall County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.



SPECIFICATIONS

Purpose:

Rockwall ISD is soliciting proposals to make repairs to the district's irrigation well at Heath HS. The well has been pulled and an initial assessment has been completed. The believed known repairs are replacement of the pump and replacement of pump wiring. This work and all associated work required to complete these repairs, as well as, all work to reset the well and return it to operation will comprise the base scope for this project. The district would also welcome any unit pricing for possible other repairs that may be deemed necessary that are common or possible to be likely so should these issues be encountered the district has these unit prices for which to agree with the awarded vendor any additional scope required.

Attending the preproposal meeting and making a site visit is highly encouraged and will be considered in the selection of awarding this work to the highest ranked vendor.

The location which work will be required is the following:

	Facility Name	Facility Address
1	Rockwall-Heath High School	801 Laurence Drive, Heath TX 75032



Scope Notes:

1. Pricing shall include all aspects required to return the irrigation well back to operation of pumping water into storage basin. This includes all mobilization & demobilization, any permitting or regulatory costs, and costs to return site to as is condition. This would include any precautions or reconstruction of ruts or grades and re-sodding if required.
2. Scope is to include providing and installing one new well pump and all associated work. Existing pump is at depth of up to 1400 feet. Well contractor to verify and provide any questions or request permission to complete any exploratory investigation to provide a complete and accurate proposal.
 - a. The district believes the following is the basis scope elements required. Proposer to verify and provide alternates and additions for turnkey pricing.
 - i. Pump End – Grundfos 150GPM 75HP 36STG
 - ii. Motor – 8” SME 75HP Hi Temp
 - iii. Sub Cable - 4/0 Flat Jacket Random with Ground Sub Cable
 - iv. Project Consumables as required.
3. Note: pathway from drive/parking area inside fence to well head is a concrete sidewalk and not drivable pavement intended to support heavy vehicle loads. Proposer shall include in proposal all costs associated with access to the well head including any temporary paving or grade protection.
4. The last time the well was pulled and repaired was in April of 2020. The district has included the well inspection and repair recommendations from that time period.
5. The original well installation documents from 2003 have been provided for information and reference for information regarding the well.
6. A draft contract to be executed with the awarded proposer is included. Any deviations to the draft contract shall be submitted as part of the proposal for consideration.



SHIPPING LABEL

This label should be affixed to the outside of the package when submitted in response to this request.

FROM: _____

SHIP TO: Rockwall Independent School District
Attn: Jana Hunter, Director of Purchasing
1050 Williams Street
Rockwall, TX 75087

Package _____ of _____

CONTENTS: BID RESPONSE
BID NUMBER: RFCSP 2526.11-001
BID TITLE: RHHS Irrigation Well Repair
BID DUE DATE: November 20, 2025
TIME DUE: 2:00 P.M. (CST)

-----FOLD OR CUT HERE-----

FROM: _____

SHIP TO: Rockwall Independent School District
Attn: Jana Hunter, Director of Purchasing
1050 Williams Street
Rockwall, TX 75087

Package _____ of _____

CONTENTS: BID RESPONSE
BID NUMBER: RFCSP 2526.11-001
BID TITLE: RHHS Irrigation Well Repair
BID DUE DATE: November 20, 2025
TIME DUE: 2:00 P.M. (CST)



Rockwall Independent School District – RFCSP 2526.11-001 Rockwall Heath High School – Irrigation Well Repair

OFFER FORM

This form should serve as the cover to all responses; failure to sign may result in disqualification.

The undersigned authorized representative of the responding company indicated below hereby acknowledges;

- They are authorized to enter into contractual relationship on behalf of the responding company;
- They have carefully examined this document in its entirety;
- They propose to supply any products/services submitted under this solicitation at the prices quoted and in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
- They understand verbal orders are not authorized and no order should be initiated without an authorized purchase order signed by the Director of Purchasing and that non-compliance may result in non-payment;
- Any and all exceptions have been noted in writing in the response and that no other exception will be claimed;
- The accuracy of all certifications which accompany this offer;
- The stated organization is an equal opportunity employer;
- The organization has not been a party to any collusion among offer/vendors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any RISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with RISD's Purchasing personnel; or in any discussions or actions between offer/vendors and any RISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
- The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other vendor or with any competitor;
- Notice of award and/or any communication regarding an award will be submitted via RISD and not by any consultant, contractor or other party involved in this solicitation.
- Receipt of Addenda, or lack thereof:
 None: _____ (initial)
 # 1: _____ (initial) # 2: _____ (initial)
 # 3: _____ (initial) # 4: _____ (initial)

Name of Company:	Date:
Signature of Authorized Rep:	Printed Name:
Position or Title:	Phone:
Email:	Fax:



VENDOR DATA

FOR PURCHASE ORDER: ORDERING ADDRESS INFORMATION		
Company Name:		
Address:		
City, State, Zip:		
Contact Person:		
Title:		
Phone Fax:		
Email address:		
May we submit orders via email:		
Email address, if different:		

FOR PAYMENTS: REMITTANCE ADDRESS INFORMATION		
Company Name:		
Address:		
City, State, Zip:		
Contact Person:		
Title:		
Phone Fax:		
Email address:		

FOR BID NOTIFICATIONS	
Contact Email:	

COOPERATIVE AGREEMENTS												
<i>If the vendor holds a contract with any of the following, please circle and provide contract number(s) as applicable.</i>												
Allied States	Choice Partners	CTPA	DIR	E&I	EPIC6	EPCNT	HGAC	Omnia Partners	PACE	Tarrant County	TASB Buy Board	TIPS
Contract Number(s):												



PROPOSAL FORM

Turnkey pricing for scope as identified and all associated work required to complete project:	
Base Bid Price	\$
Owner Contingency	
Contingency Allowance	\$15,000.00
<u>TOTAL PROJECT PROPOSAL</u>	\$

Unit Prices Section	
Project Scope #1:	
Unit of Measure:	
Cost per Unit of Measure	\$
Project Scope #2:	
Unit of Measure:	
Cost per Unit of Measure	\$
Project Scope #3:	
Unit of Measure:	
Cost per Unit of Measure	\$



REFERENCE SHEET
DO NOT LEAVE BLANK

REFERENCE 1

School District Name:		
Contact Name:		
Address:		
Phone Fax:		
Email Address:		

REFERENCE 2

School District Name:		
Contact Name:		
Address:		
Phone Fax:		
Email Address:		

REFERENCE 3

School District Name:		
Contact Name:		
Address:		
Phone Fax:		
Email Address:		

**Please note: Some projects may require more attention to be given to historical projects of like scope, type, location, institute, etc. While it is not a requirement, the District prefers references be given for school districts of similar size to Rockwall ISD and the district may evaluate responses as a whole, based on references provided.*



VENDOR ACKNOWLEDGEMENTS

RESIDENT BIDDER

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the great of the following (1) the amount by which a resident bidder would be required to underbid the resident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in (1) the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer.

This subchapter does not apply to a contract involving federal funds.

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract. Vendor is responsible for the performance of the persons, employees and/or sub-contractors. Vendor assigns to provide services for Rockwall ISD pursuant to this proposal on any and all Rockwall ISD campus or facilities. Vendor will not assign individuals to provide services at a Rockwall ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Rockwall ISD Purchasing Department.

CONFIDENTIALITY DECLARATION

Any portion of the response considered to be confidential or contain proprietary information, or to contain trade secrets, must be marked accordingly. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

INTER-LOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS

Rockwall ISD is a member of the Central Texas Purchasing Alliance (CTPA) and the Education Purchasing Cooperative of North Texas (EPCNT), each serving as an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. A list of member districts can be found on the RISD Purchasing webpage.

In support of this collaborative effort, all awards made by Rockwall ISD may be adopted by other active member districts in either (or both) of the identified entities. By adopting a contract from another member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031 (a)(4). While there is no obligation to participate, doing so will streamline the public purchasing process and cut costs to the public. It will also keep vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources.

All purchases by members and participants other than Rockwall ISD will be billed directly to that entity and paid by that entity. Rockwall ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as necessary and according their policies.



COMMITMENT TO PROVIDE INSURANCE

Bidder will be able to furnish a valid insurance certificate reflecting as Certificate Holder: Rockwall ISD, 1050 Williams Street, Rockwall TX 75087. The vendor shall provide and maintain insurance in a company rated no less than an "A" by A.M. Best Company.

Vendor is aware of all costs to provide insurance, will do so pending contract award, and will provide a valid insurance certificate as describe within this solicitation.

DEBARMENT OR SUSPENSION CERTIFICATION

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

INDEMNIFICATION AND HOLD HARMLESS

Except as otherwise expressly provided, respondent shall defend, indemnify and hold RISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of respondent, its agents or employees in the performance of its obligation under this contract.

STATEMENT OF COMPLIANCE/DEVIATION

Unless otherwise stated, this proposal complies with all specifications and/or scope of work contained in the solicitation document. Any deviations from any part of this solicitation shall be listed on a separate page as provided by the respondent with detailed conditions and information. RISD will consider any deviations in its evaluation, and reserves the right to accept or reject any bid based upon any deviations.

CONTRACTOR CERTIFICATION

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: 1) The employer has contracted with the district to provide services. 2) The particular employee will have continuing duties relating to the contract with the district. 3) The particular employee will have contact with students.

TOXIC CONTROL COMPLIANCE

Rockwall Independent School District has established Management Plans for ensuring a high level of environmental air quality through its Operations Department. All contractors performing construction projects for RISD must familiarize themselves with these Management Plans and comply prior to the beginning of any awarded construction project. RISD employees are available to review such plans and assist in interpretation and understanding its Asbestos Management Plans at any time prior to beginning construction.

Certification of non-use of Asbestos and Lead Containing Materials is required by all General and Sub-Contractors for all construction projects, by State and Federal regulations which RISD is subject to. Completion of this Affidavit is mandatory before final payment on a project will be made. Complete this certificate, have it notarized and submit it with your application for final payment, certifying that no materials used in conjunction with this project contain asbestos or lead in any form and that all Material Safety Data Sheets (MSDS) have been supplied to Owner before submitting application for final payment.

MWBE/HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal. If so, please provide the Certificate Number and Name of Certifying Agency.



CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF SECTION 2271.002 TEXAS GOVERNMENT CODE

This section applies to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

CERTIFICATION OF SECTION 2252 TEXAS GOVERNMENT CODE

This section applies to contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

CERTIFICATION OF SECTION 2276 TEXAS GOVERNMENT CODE

This section applies only to a contract that (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) had a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

This section applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity. Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Subsection (b) does not apply to a governmental entity that (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by that subsection.

CERTIFICATION OF SECTION 2273 TEXAS GOVERNMENT CODE

A governmental entity may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. This subsection does not apply to a taxpayer resource transaction that is subject to a federal law in conflict with Subsection (a) as determined by the executive commissioner of the Health and Human Services Commission and confirmed in writing by the Attorney General.

CERTIFICATION OF SECTION 2274 TEXAS GOVERNMENT CODE

A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company that is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (b) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (2) headquartered in China, Iran, North Korea, Russia, or a designated country.



CONFLICT OF INTEREST

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. Forms received by the District become public records immediately and the law requires school districts that maintain web sites to place these records on the District's web site.

The Conflict of Questionnaire must be filed no later than the seventh business day after the date that the vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

The vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh day after the date of an event that would make a statement in the questionnaire incomplete and inaccurate.

Note: A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Completed forms should be sent to Rockwall Independent School District Purchasing Department, 1050 Williams Street, Rockwall, Texas 75087. Forms are available from the Texas Ethics Commission website.

**The Rockwall ISD website provides a list of Local Government Officers,
Superintendent and other Personnel**

IRS FORM W9

This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service.

Please include a current W9 with vendor's response.

Vendor affirms they have read all certifications as described in this section and agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted.

Company Name:	
Federal Tax ID #:	
City, State, Zip:	
Phone Number:	
Printed Name of Authorized Representative:	
Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date Signed:	



**ROCKWALL INDEPENDENT SCHOOL DISTRICT
STANDARD FORM OWNER/CONTRACTOR AGREEMENT**

**ROCKWALL INDEPENDENT SCHOOL DISTRICT
STANDARD FORM OWNER/CONTRACTOR AGREEMENT**

THIS AGREEMENT made and entered into on January _____, 2026 by and between the **Rockwall Independent School District** called “**District**,” and **(Insert Name)**, herein called “**Contractor**.”

The Owner’s authorized representative is:

David Carter, CPA
Senior Chief Financial Officer
Rockwall Independent School District
1050 Williams Street
Rockwall, TX 75087
Phone number: (469) 698-7149

The term “Owner” means the Rockwall Independent School District or the Owner’s authorized representative.

And the Contractor is: **(Insert Name)**

(Insert Address)

(Insert Address)

The Contractor’s authorized representative is: **(Insert Name and Title)**

Phone number: **(Insert Contact Number)**

The Project is:

The project scope consists of making repairs to the district’s irrigation well at Heath HS. The well has been pulled and an initial assessment has been completed. The believed known repairs are replacement of the pump and replacement of pump wiring. This work and all associated work required to complete these repairs, as well as, all work to reset the well and return it to operation will comprise the base scope for this project. The scope for this project shall be per final CSP document – **RFCSP 2526.11-XXX**

WITNESSETH:

The Owner and Contractor agree as follows:

I. THE CONTRACT DOCUMENTS.

The Contract Documents consist of this Standard form Owner/Contractor Agreement (the "Agreement"), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of this Agreement, the Owner's Request for Proposals and Contractor's Proposal documents submitted in response to such Request, modifications to the Agreement issued and agreed to by the parties subsequent to the execution of this Agreement, and other documents as may be listed in this Agreement. A Modification is (1) a written amendment to the Agreement signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Owner, all of which must be signed by the parties. The Project Manual is a volume assembled for the work that is to be done on or relating to the Project (the "Work") which includes the bidding requirements, sample forms, Conditions of the Contract and Specifications.

In the event of conflict, terms and conditions contained in this Agreement shall take precedence over terms and conditions contained in the Project Manual, and the terms and conditions in the Project Manual, shall take precedence over all other terms and conditions contained in the other Contract Documents, unless specifically agreed otherwise herein.

The Contract Documents form the Contract for Construction (the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

II. DATE OF COMMENCEMENT, FINAL COMPLETION, AND LIQUIDATED DAMAGES.

A. The date of commencement is the date to be fixed in a written Notice to Proceed (NTP) issued by the Owner, which shall be not later than **(Insert Date)**. The NTP date is dependent upon the awarded contractor returning executed contracts and insurance/bonds, if required, prior to this date.

B. The Contractor shall achieve Final Completion of the entire Project not later than **(Insert Date)**, subject to adjustments as provided in the Contract.

C. The Contractor and his surety or sureties shall be liable for and shall pay to the Owner the sum of \$500 per day as fixed, agreed and liquidated damages for each calendar day after the date specified in Paragraph 2(b), as adjusted by written amendment, until Final Completion of the Project. The amount of damage to the Owner for delay in completion of the Project is difficult to ascertain and the amount of liquidated damages per calendar day is reasonable anticipated pecuniary damages for such delay and is not a penalty. Neither an extension of time nor the collection of liquidated damages shall limit or exclude any other right or remedy of the Owner under provisions of the Contract.

III. CONTRACT SUM.

The Owner shall pay the Contractor for the Contractor's full performance of the Contract, the Contract Sum of (Insert Contract Amount) (the "Contract Sum") subject to additions, deductions and/or liquidated damages as provided in the Contract.

The Contract Sum contains an Owner's Contingency in the amount of (Insert Amount, Project Specific). This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

IV. PROGRESS PAYMENTS.

A. Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner will make progress payments as provided below.

B. Provided an Application for Payment is received and approved by the Owner not later than the twentieth (20th) day of a month, the Owner will make payment of the amount due, less five percent (5%) retainage, to the Contractor not later than the tenth (10th) day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment in such amount as determined by Owner will be made by the Owner not later than fifty-one (51) days after the Owner receives and approves the Application for Payment.

C. Based on the Owner's observations and evaluations of the Project and the Contractor's Applications for Payment, the Owner will determine the amounts due to Contractor. If Owner determines, in Owner's reasonable discretion, that Contractor's Application for Payment contains discrepancies and/or errors, then Contractor shall resubmit said Application for Payment and the timeframe set forth in Section IV(B) above shall restart and apply from the date of resubmittal.

D. Any payment for undisputed amounts not paid in the time specified in paragraph 4.b. above shall be overdue. An overdue payment bears interest at the legal rate established by the Texas Government Code, §2251.025.

V. FINAL PAYMENT.

A. Final payment, constituting the entire unpaid balance of the Contract Sum (less any offsets or damages as provided in the Contract Documents), will be made by the Owner when:

1. the Contract has been fully performed by the Contractor as determined by Owner, and
2. the completed Project has been accepted by the Rockwall ISD Board of Trustees or its designee.

B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:

1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project have been paid or otherwise satisfied,
2. a certificate evidencing that the required insurance will remain in force after final payment and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,
3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Owner,
4. consent of surety to final payment,
5. other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and
6. written warranties and other documents required by the Contract and submitted to the Owner's Superintendent of Schools.

C. Acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final Application for Payment.

VI. OBLIGATIONS OF CONTRACTOR.

A. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.

Before ordering materials or equipment or commencing the Project, the contractor shall carefully:

1. study and compare the Contract Documents with each other and with other information furnished by Owner,
2. verify all indicated dimensions,

3. take field measurements,
4. verify field conditions, and
5. compare the field measurements and conditions and other information known to the Contractor with the Contract Documents, and verify that there are no impediments to the Project being constructed at the proposed site.

Errors, inconsistencies or omissions discovered shall be reported in writing to the Owner at once. In the event that discrepancies occur between ordered material and actual conditions, of which the Owner were not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.

B. SUPERVISION AND CONSTRUCTION PROCEDURES.

1. The Contractor shall supervise and direct the Project, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Project under the Contract, unless the Contract gives other specific instructions concerning these matters.
2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Project under a contract with the Contractor.
3. On trench excavations in excess of five feet in depth, Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures as may be required by law, including but not limited to Texas Government Code §2166.303, Texas Health & Safety Code, Subchapter C, §756.021, *et seq.*, and OSHA 1926.652-.653. Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in safe execution of trenching and shoring.

C. LABOR AND MATERIALS.

1. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, Subcontractors, and all other persons

carrying out the Contract. Contractor shall also require adequate and appropriate dress of Contractor's employees, Subcontractors, and all other persons carrying out the Contract.

Contractor further agrees to submit any of its employees, agents, subcontractors or sub-subcontractors or their respective employees and agents, who meet the requirements of a covered employee under Texas Education Code §22.0834, to national criminal history checks or, alternatively, agrees to keep such employees and agents from having any direct contact with students of Owner. Failure to comply with the requirements of Texas Education Code §22.0834 shall constitute an immediate event of default by Contractor. Further, Contractor shall complete the "Contractor Certification" attached hereto as Exhibit "A" before beginning any Work that is the subject of this Agreement.

3. Contractor shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project. Owner reserves the right to audit contractor's books and records relevant to all services provided under the Contract Documents. In the event such audit reveals any errors resulting in overpayments by the Owner, Contractor shall refund Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to withhold such amounts owing the Owner from any payments due the Contractor. Contractor shall make such reports and records available to inspection or audit by the Owner and/or its agents within five (5) working days of request by Owner or its agent. Such records shall be maintained by Contractor for at least four (4) years.

D. WARRANTY.

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that work on the Project shall be performed in a good and workmanlike manner, that the Project will be free from defects not inherent in the quality required or permitted, and that the Project will conform with the requirements of the Contract. The contractor shall furnish the Contractor's warranty covering material and workmanship for a period of one year from the commencement date of the substantial completion. Manufacturer's material warranties shall be as issued by each manufacturer and provided in the close-out documentation.

E. TAXES.

The Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151 of the Tax Code of the State of Texas. The Contractor may claim exemption from payment of applicable State and Local Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. However, the Contractor shall pay all necessary local, county and state taxes, compensation tax, social security and withholding payments as required by law. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER OF AND FROM ALL CLAIMS AND DEMANDS MADE BY FAILURE OF THE CONTRACTOR OR**

SUBCONTRACTORS TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SAID LAWS AND AMENDMENTS.

F. PERMITS, FEES AND NOTICES.

1. The Contractor shall secure and pay for the building permit and other permits, governmental fees and licenses necessary for proper execution and completion of the Project which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

2. The Contractor shall comply with, give notices and provide certifications as may be required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project including, but not limited to, 19 T.A.C. §61.1036.

G. USE OF SITE.

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract, as designated by the Owner, and shall not unreasonably encumber the site with materials or equipment.

H. CLEANING UP.

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Project the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract, the Owner may do so and the cost thereof shall be charged to the Contractor and may be offset against any amounts still owed to the Contractor.

I. INDEMNIFICATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CONSTRUCTION OF THE PROJECT, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR SUBCONTRACTORS OR ANYONE ELSE FOR WHOSE ACTS THEY MAY BE LIABLE, UNLESS SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED SOLELY BY A PARTY INDEMNIFIED HEREUNDER.

THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE

ARCHITECT'S CONSULTANTS, OR AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR, (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT IN THE PLANS, DESIGNS OR SPECIFICATIONS THAT ARE PART OF THE CONSTRUCTION CONTRACT; AND, (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR, (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE §130.001, ET SEQ.

FURTHER, AND IN ACCORDANCE WITH TEXAS INSURANCE CODE §151.102, AS APPLICABLE, THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION SHALL NOT REQUIRE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND THE PARTY(S) INDEMNIFIED HEREUNDER AGAINST A CLAIM CAUSED BY (I) THE NEGLIGENCE OR FAULT, (II) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR (III) THE BREACH OF CONTRACT, OF THE OWNER, ITS AGENT OR EMPLOYEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE OWNER, OTHER THAN THE CONTRACTOR OR ITS AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER.

J. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE PROJECT.

1. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities proposed for each principal portion of the Project, if any. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any proposed person or entity. Failure of the Owner to reply within ten (10) District business days shall constitute notice of no reasonable objection.
2. The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
3. If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

5. The Contractor shall not subcontract the Project as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility.
6. Communications by and with Subcontractors and material suppliers shall be through the Contractor.
7. The Contract shall not be construed to create a contractual relationship of any kind:
 - a. between the Owner and a Subcontractor or Sub-subcontractor, or
 - b. between any persons or entities other than the Owner and Contractor.

K. WORKERS' COMPENSATION.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required 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 Owner.

Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096) include 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 that furnishes persons to provide services on the Project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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 of Texas Labor Code §401.011(44) for all employees of the Contractor providing services on the project for the duration of the Project.

The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

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 Owner showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

1. A certificate of coverage, prior to that person beginning work on the Project, so the Owner 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.

The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

The Contractor shall notify the Owner 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.

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.

The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all of 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 the 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:
 - 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 year thereafter;
6. Notify the Owner 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 items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner 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.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC §110.110(i).

L. PAYMENT AND PERFORMANCE BONDS.

In accordance with Texas Government Code §2253.021, the Contractor shall furnish, before beginning the Work, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, if the Contract Sum meets or exceeds \$100,000.00, to be used as security of the faithful performance of the Contract. The Contractor shall also furnish, before beginning the Work, a Payment Bond in accordance with Texas Government Code §2253.021, in an amount equal to one hundred percent (100%) of the Contract Sum, if the Contract Sum meets or exceeds \$25,000.00, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements Section

7.19-1, Texas Insurance Code. Proof of such Performance and Payment bonds, shall be submitted to the Superintendent for his inspection and review prior to beginning any Work on the Project.

1. The Contractor shall deliver the required Bonds to the Owner not later than the date set in the Notice to Proceed. All Bonds will be reviewed by the District for compliance with the Contract Documents prior to the start of construction.
2. All Bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

M. CONTRACTOR'S INSURANCE.

Contractor shall carry the following insurance with the minimum limits set forth herein. Such insurance must be carried with insurance companies acceptable to Owner. Contractor shall maintain such insurance, at its sole cost and expense, in full force and effect until this Contract has been fully performed, all equipment, implements and machinery of Contractor has been removed from, and all employees, agents, representatives and Subcontractors of Contractor have left Owner's premises, and final payment of the Contract Sum is made, unless any such coverage is required pursuant to the terms of the Contract Documents to be maintained after all of the foregoing items have been completed. Contractor shall cause each insurance company (i) to issue the insurance on an occurrence basis; (ii) to provide defense as additional benefit and not within the limits of liability, (iii) to issue an endorsement to all policies that the policies are primary and that Owner's policies are excess, secondary and noncontributing, (iv) issue an endorsement to all policies to provide a waiver of subrogation in favor of Owner, (v) to issue an endorsement to all policies, except the workers' compensation and employer's liability insurance policies, to include Owner and its trustees, officers, employees, and agents as "additional insureds," and, (vi) to include in each insurance policy a provision that the insurance company or companies shall not cancel, non-renew, or change coverage from the requirements of the Contract Documents without providing at least 30 days' advance written notice to Owner. The insurance company or companies shall not exclude from coverage the negligence, of the "additional insureds," unless such negligence is solely attributable to the conduct of an "additional insured." Contractor releases Owner and its trustees, officers, employees and agents from any liability covered by the insurance for which subrogation is waived. Contractor shall provide to Owner at least 30 days' advance written notice of any contemplated cancellation, non-renewal, or material reduction in insurance coverage. Contractor shall provide to Owner a certified copy of any and all insurance policies required in this Contract if Owner requests a copy.

Insurance coverage shall be written for the greater of the following limits or as specified in Owner's RFP/CSP, or as required by law, if greater:

1. Employer's Comprehensive General Liability insurance with minimum limits of \$1,000,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease.

2. Commercial General Liability insurance, including liability for the Project and blanket coverage, Personal and Advertising Injury, Products-Completed Operations, Medical Payments, Bodily Injury, and Property Damage, with minimum limits of \$300,000 per occurrence, \$300,000 general aggregate, \$300,000 products-completed operations aggregate, \$50,000 fire damage (any one fire), and \$5,000 medical expense. Contractor shall obtain an endorsement to each insurance policy to provide aggregate limits per location. Contractor shall cause each insurance company to delete any contractual liability exclusion with respect to the insurance, including insurance coverage for personal injury, hazards of explosion, collapse, fire, and underground property damage.
3. Business Automobile Liability insurance with minimum combined single limits of \$1,000,000. Contractor shall cause each insurance company to provide coverage for liability arising out of the operation of owned, hired, and non-owned vehicles.
4. Contractual Liability insurance with minimum limits of \$1,000,000 per occurrence, and \$1,000,000 general aggregate. Contractor shall obtain an endorsement to each insurance policy to provide aggregate limits per location. The contractual liability insurance shall not be limited to coverage for the Indemnity, Waiver, and Obligation to Defend provisions in this Contract, but, instead, the contractual liability insurance shall cover all of Contractor's obligations to the fullest extent possible under the contractual liability endorsement. Further, the contractual liability insurance shall not limit, in any way, coverage provided to Owner and its trustees, officers, employees, and agents as additional insureds under each of Contractor's insurance policies.
5. Builder's Risk "all-risk" or equivalent insurance policy, including boiler and machinery insurance, in the amount of the initial Contract Sum plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. Owner shall be a named insured under the policy, and the insurance shall also include the interests of Contractor, subcontractors, and sub-subcontractors. Contractor shall be responsible for maintaining said builder's risk insurance until the date of Final Completion. For any claim made against the builder's risk insurance, the deductible shall not exceed \$2,500.
6. Umbrella/Excess Liability Insurance with minimum limits of \$1,000,000. Contractor shall cause each insurance company to provide the insurance on an umbrella basis in excess over and no less broad than the liability coverages required in this Contract, with the same inception and expiration dates as Commercial General Liability insurance, and with coverage that "drops down" for exhausted aggregate limits under liability coverages in this Contract.

Contractor shall provide to Owner before the Work is started and at least 30 days prior to the expiration of a policy or policies of insurance in effect during the term of this Contract a certificate or certificates of insurance evidencing all required insurance in the Contract Documents and acceptable to Owner. All certificates, among other things, shall:

1. Show Owner as a certificate holder.
2. Show Contractor as the Named Insured.
3. Show the names of the insurance companies providing each coverage, the policy numbers of each coverage, and policy dates of each coverage.
4. Show the name of the person providing the certificate and that person's address and telephone number.
5. Contain the signature of an authorized representative of the person providing the certificate.
6. Show that each insurance company named Owner and its trustees, officers, employees, and agents as additional insureds in each insurance policy.
7. Show the primary status of each insurance policy.
8. Have attached copies of all required endorsements to each insurance policy, and not contain the phrases "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representatives," or similar phrases and shall include the commitment that each insurance company shall issue each insurance policy to the named and additional insureds, that each policy is in full force and effect, and that each insurance company shall give to Owner at least 30 days' advance written notice, by certified mail, return receipt requested in the event of cancellation, non-renewal, or material reduction in coverage of any insurance policy.

Contractor shall not procure an insurance policy or policies with deductibles or self-insured retention in excess of \$10,000 or with an endorsement restricting, limiting, or excluding coverage in any manner without Owner's prior written approval. Contractor shall pay all deductibles in the insurance that Contractor is required to provide under the Contract Documents.

The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract. This coverage can be afforded by adding Owner as additional insured on general liability insurance coverage.

Contractor's failure to procure and maintain the required insurance shall constitute a material breach of, and default under, this Contract. If Contractor fails to remedy the breach within five (5) days after notice from Owner, Owner may, in addition to any other remedy available to it, at its option, purchase the insurance, at Contractor's expense, or immediately

terminate this Contract. Contractor shall Indemnify and Defend Indemnified Persons from and against any Claims Arising from Contractor's failure to procure and/or maintain the insurance.

N. EQUAL EMPLOYMENT OPPORTUNITIES.

Contractor acknowledges that Owner, as an independent school district, is a political subdivision of the State of Texas and has certain requirements concerning equal employment and affirmative action under state and federal law, and shall comply with all applicable laws, regulations and special requirements under such federal and state laws, and the Contract Documents regarding equal employment opportunity and affirmative action programs.

Contractor and Contractor's Subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

VII. OWNER'S RIGHTS AND REMEDIES.

A. OWNER'S RIGHT TO REJECT THE PROJECT AND TO REQUIRE TESTING.

The Owner may reject all or part of the Project which does not conform to the Contract. Whenever the Owner considers it necessary or advisable, the Owner may require additional inspection or testing of the Project. Owner reserves the right to withhold any Progress Payment or portion thereof for any non-conforming or inferior Work, and the cost of any additional testing associated with non-conforming portions of the Work shall be charged to the Contractor and may be offset against any amounts still owed to the Contractor.

B. OWNER'S RIGHT TO STOP THE PROJECT.

If Owner discovers any defective Work, including any portion of Work not constructed in accordance with the Contract Documents, Contractor shall promptly, without cost to the Owner, correct such defective Work. If Contractor fails to commence such corrections within a reasonable period of time, not to exceed thirty (30) days, and does not diligently continue the prosecution of such corrections, or if the Contractor persistently fails to do the Project in accordance with the Contract, the Owner, by written order, may order the Contractor to stop the Project, or any portion thereof, until the cause for such order has been eliminated.

C. OWNER'S RIGHT TO CARRY OUT THE PROJECT.

If the Contractor defaults or neglects to carry out the Project in accordance with the Contract and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case the Owner shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

D. TERMINATION BY THE OWNER FOR CAUSE.

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails to do the work on the Project, or any part thereof, in accordance with the Contract and/or fails to supply enough properly skilled workers or proper materials;
 - b. fails to make prompt payment to Subcontractors or for materials or labor;
 - c. repeatedly disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - d. otherwise is guilty of substantial breach of a provision of the Contract; or
 - e. is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or has a receiver appointed on account of its insolvency.
2. When any of the above reasons exist, the Owner may, but shall not be obligated to, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven days' written notice, terminate employment of the Contractor and may, but shall not be obligated to, subject to any prior rights of the surety:
 - a. take possession of the site and all materials, including tools, and construction equipment and machinery located thereon which have been leased by the Contractor on behalf of the Owner;
 - b. accept assignment of subcontracts; and/or
 - c. finish the Project by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 7(d)(1) above, the Contractor shall not be entitled to receive further payment until the Project is finished, if at all.

4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Project, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be an obligation for payment which shall survive termination of the Contract.

E. TERMINATION BY THE OWNER FOR CONVENIENCE.

The Owner may, for convenience and without cause, terminate the Contract upon not less than seven (7) days' prior written notice to the Contractor. In the event of such termination for convenience and without cause, the Contractor shall be compensated for services performed prior to termination.

F. SUSPENSION BY THE OWNER FOR CONVENIENCE.

1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as the Owner may determine.

2. An adjustment may be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- a. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- b. that an equitable adjustment is made or denied under another provision of this Contract.

VIII. CLAIMS.

A. CLAIMS FOR ADDITIONAL COST.

If the Contractor wishes to make a claim for an increase in the Contract Sum or for extra costs or damages, the Contractor shall give the Owner written notice thereof within five (5) days after the event giving rise to such claim. Such claim will be submitted to the Superintendent of the Rockwall Independent School District, or designee, and that action shall be final and binding. Failure to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made.

B. CLAIMS FOR ADDITIONAL TIME.

1. If the Contractor wishes to make claim to change the date of Final Completion to allow for additional time, the Contractor shall give the Owner written notice thereof within five (5) days following the beginning of any such delay. In the case of a continuing delay only one claim is necessary. Such claim will be submitted to the Superintendent of the Rockwall Independent School District, or designee, and reviewed and approved or denied. Failure by Contractor to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made.

2. If adverse weather conditions are the basis for a claim for additional time, such claim shall be accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to each of the past five (5) years. The guide for average climatological conditions will be the bulletin "Summary of Monthly Normals," for DFW Airport published by the Department of Commerce in cooperation with the National Oceanic & Atmospheric Administration.

IX. MISCELLANEOUS.

A. AUTHORITY OF BOARD.

The Owner is the Rockwall Independent School District, as identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, or agree to an extension to the date of Substantial or Final Completion. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee(s) the authority to approve changes to the Work where such changes are within the Owner's Contingency not to exceed (Insert Dollar Amount), or will not increase the dates for Substantial or Final Completion by more than (Insert Number) days. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee(s), and notice of such approved changes shall be given to the Board at its next regular meeting; except as otherwise provided in the Contract Documents, the Architect or Owner's Consultant does not have such authority. Neither Architect or Owner's Consultant nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Owner's Consultant or Contractor in reliance upon direction from unauthorized persons.

B. HAZARDOUS MATERIALS.

IF HAZARDOUS MATERIALS ARE ENCOUNTERED AS A RESULT OF CONTRACTOR OR ITS SUBCONTRACTORS' IMPORTATION OF SUCH MATERIALS ONTO THE PROJECT SITE, THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER, ITS OFFICERS,

DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO THE IMPORTATION OF SUCH MATERIALS ONTO THE PROJECT SITE AND/OR CONSTRUCTION WORK IN ANY AREA AFFECTED BY HAZARDOUS MATERIALS.

If hazardous materials are encountered as a result of the Owner's failure to identify or remove hazardous materials prior to the commencement of construction, Owner agrees to (1) release the Contractor and its subcontractors, officers, directors, and employees from any and all claims, damages, losses, or expenses incurred by Owner arising out of or related to the performance of the Construction Work in the area affected by the hazardous material up to and including the time when Contractor first learns of or discovers the existence of the hazardous materials, but not for any additional work done by the Contractor after the identification of such hazardous materials; (2) release the Contractor from any indemnification obligations in this Agreement arising out of or related to the hazardous materials, except to the extent that any such claims, damages, losses, or expenses incurred by Owner arise from Contractor's actions or inaction after the initial discovery and identification of hazardous materials; and (3) extend the contract time by the actual number of days that Contractor is delayed in the completion of the contract arising out of or related to the identification, test, and/or abatement of the hazardous material if Contractor is unable to complete the Project by the scheduled completion date plus any agreed extension under other conditions of the Agreement.

C. IMMIGRATION LAW.

Contractor represents and warrants that all contractors and subcontractors working on this project for Owner will comply with all applicable federal and state immigration laws, and verify all employees' eligibility to work in this country. Further, Contractor shall ensure that all contractors and subcontractors will indemnify the Owner for any damages and legal fees that the Owner incurs as a result of Contractor's and/or any subcontractor's failure to comply with applicable immigration laws.

D. PREVAILING WAGE RATES.

1. Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" provided herein. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code §2258, *et seq.*; Texas Labor Code §62.0512, *et seq.*
2. Contractor shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

3. Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

4. In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

5. If no "minimum wage schedule" is provided herein, the Contractor shall use the wage rates determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 USC Section 3141, which can be accessed on the internet at www.gpo.gov/davisbacon/, or determined by any local contractor association, whichever is less.

E. TIME.

1. Time limits stated in the Contract are of the essence. By executing the Agreement, the Contractor confirms that the date selected for Final Completion provides a reasonable period for performing the Project. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Project is to be performed and correlated personal observations with requirements of the Contract.

2. The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion by the date selected for Final Completion.

F. GOVERNING LAW.

This Contract shall be governed by the law of the State of Texas. Venue for any legal action arising out of the Project shall be in a state or federal court, as appropriate, in the county where the Owner's Administrative Offices are located.

G. NO ASSIGNMENT.

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

H. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person or if delivered at or sent by registered or certified mail to the following:

If to Owner:

Superintendent of Schools
Rockwall Independent School District
1050 Williams Street

Rockwall, Texas 75087

and to the Owner's authorized representative at the address set forth above.

David Carter, Senior Chief Financial Officer

If to Contractor:

(Insert Name and Address)

Contractor's authorized representative or, if a corporation, to an officer of the corporation at the address set forth above.

I. RIGHTS AND REMEDIES.

Duties and obligations imposed by the Contract and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

J. ENTIRE AGREEMENT.

This Agreement and the additional documents identified and referenced herein represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

K. NO ISRAEL BOYCOTT.

Pursuant to the requirements of Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

[the remainder of this page is intentionally left blank]

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the Contractor and one to the Owner.

OWNER:

Signature

Date

CONTRACTOR:

Signature

Date

David Carter, CPA
Senior Chief Financial Officer

Rockwall Independent School District
1050 Williams Street
Rockwall, Texas 75087

(Insert Name)
(Insert Title)

(Insert Company Name)
(Insert Company Address)
(Insert Contact Number)

Contractor Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to Rockwall Independent School District (the “District”) that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Contractor”), I certify that [check one]:

☐ None of Contractor’s employees are *covered employees*, as defined above. Or

☐ Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Date

Exhibit “A”