



To Be Posted in Local Newspapers

PUBLIC ANNOUNCEMENT
REQUEST FOR SEALED BID

Cornerstone Community Action Agency (CCAA)
114 Needham Street, Coleman, TX 76834
Contact: Wayne Kauffman, Director of Infrastructure
Email: wayne.kauffman@cornerstonecaa.org

CCAA is soliciting sealed bids from qualified vendors to provide rehabilitation of facility in accordance with the specifications outlined in the bid package. Rehabilitation services will be provided at:
602 W Water St, Weatherford, TX 76086.

Cornerstone Community Action Agency strongly encourages responses from minority-owned, women-owned, veteran-owned, and small businesses, as well as businesses located in labor surplus areas. To obtain a copy of the bid package visit cornerstonecaa.org or for additional information, please contact:
Wayne Kauffman at wayne.kauffman@cornerstonecaa.org.



REQUESTS FOR PROPOSAL

FOR

Cornerstone Community Action Agency
William B Travis Resource Center Kitchen Renovation
602 W Water St, Weatherford, TX 76086

RELEASE DATE:
September 29, 2025

DUE DATE:
October 24, 2025 at 3:00 p.m.

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Date

Sept 29-Oct 13,
2025

Request for

Proposal Schedule

Activity

Sept 29-Oct 9, 2025
9:00 a.m. - 3:00 p.m.

Release and Advertise Proposal on Agency Website and Facebook page. Contact Local Vendors to send RFP. RFP available for pickup, email, or download from cornerstonecaa.org

October 10, 2025
3:00 p.m.

Walkthroughs available by appointment only

October 24 2025
9:00 a.m.

Proposal Packet Submission Deadline

October 27, 2025

Director of Infrastructure and Child and Family Service Director to open bids

October 27, 2025
10:00 a.m.
October 27,
2025 12:00p.m.

Call References

Selection Committee to score proposals

October 28, 2025
12:00 p.m.

Email Notifications to all Respondents

October 28, 2025
12:00 p.m.

Deadline to submit disputes

October 28,
2025 1:00 p.m.

Executive Director will review any disputes and protests

October 28,
2025 2:00 p.m.

Email final status regarding disputes and protests

Anticipated Award Date

Instructions / Information

Purpose Request for Proposal

Cornerstone Community Action Agency (CCAA) is seeking proposals from qualified professionals to provide renovations to existing buildings for the William B Travis Resource Center located at 602 W Water St, Weatherford, TX 76086.

About Cornerstone Community Action Agency

CCAA is a 501(c)(3) nonprofit organization that assists low-income individuals and families to become more self-sufficient and transition out of poverty. CCAA is a Community Action Agency which was established in 1965 as a result of Lyndon B. Johnson's "War on Poverty". Cornerstone has a limited, yet efficient staff, so volunteers are heavily relied upon, especially from the low-income communities. CCAA administers a variety of grants that come from federal, state and local sources such as HOMES Program, Comprehensive Energy Assistance Program (CEAP), and the Texas Veterans Commission (TVC). Cornerstone receives its general funding, the Community Services Block Grant (CSBG) from the Texas Department of Housing and Community Affairs (TDHCA), which acts as an umbrella for all other programs.

General Instruction



A contract pursuant to this solicitation if awarded will be contingent on funding from the Office of Head Start.

Both successful and unsuccessful Request for Proposals will be given prompt written notice.

Cornerstone Community Action Agency reserves the right to refuse any and/or all Request for Proposals.

Contracts will be awarded to the lowest, most responsible and responsive Request for Proposal(s) utilizing the pre-established scoring criteria and is most advantageous to CCAA.

The submission of proposals shall be prima facie evidence that the contractor has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

Contractors must be able to comply with all applicable federal, state and local laws and regulations, including the Davis-Bacon Act Requirements if applicable, and Lead Safety Standards and Practices; must have and maintain minimum general liability requirements, pollution control, vehicle insurance; and must not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees. Required documentation is outlined in Attachment IV, Legal and Other Bidder Requirements. Contractors must have the financial capacity (operating cash flow) to allow for payment of up to ninety (90) days after the date of CCAA's final inspection and/or until CCAA is reimbursed by the funding source for payment of all services.

The contractor will be required to provide a one-year warranty on all materials installed, including labor. Consequently, any work deficiency or appliance malfunction, etc., will require the contractor to return to the worksite and promptly resolve and make the work right at no additional cost to CCAA.

The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed HVAC personnel, electricians and plumbers. The contractor will be held responsible for any additional costs incurred in order to secure all permits.

Questions and Answers

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing via email to wayne.kauffman@cornerstonecaa.org. All questions must be received by Friday, **October 10, 2025** by 3:00 PM EST. Questions asked after this deadline will not be answered. Procurement will extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.

Due Date

To be considered responsive and receive an evaluation, proposals must fully address all sections of the RFP and must be received on or before **October 13, 3:00 p.m. CST**. Your proposal must be SEALED in a manilla envelope and addressed as follows:

Cornerstone Community Action Agency



William B Travis Resource Center Kitchen Renovation
ATTN: Wayne Kauffman, Director of Infrastructure
602 W Water St, Weatherford, TX 76086

It is the sole responsibility of the contractor to ensure that the proposal is received by the date and time specified above. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

Confirmation of receipt is the sole responsibility of the contractor. Proposals may be withdrawn in writing prior to the deadline. Unless otherwise stated, all materials submitted by the contractor in response to this RFP shall become the property of CCAA.

Instructions for Submitting Proposals

To achieve a uniform review process and obtain the maximum degree of comparability, Proposal submittal must be organized using the following section headings and in the order presented. Contractors should be attentive to the instructions for each section and careful to ensure all information required for each section is provided.

	Document	Description
1	Cover Letter	Title Page on Agency/organization letterhead including contact person(s) telephone and email address.
2	Understanding the Project	Provide a brief narrative, no more than 2 pages, describing the process that your company will take to fully complete this project AND meet the deadline.
3	Schedule A - Financial Resources and Financial Obligations	Provide reference information Most Recent Financial Statement Statement from a Bank indicating available line of credit
4	Schedule B – Record of Past Performance, Amount of Experience, Historical Underused Business	Provide reference information
5	Schedule C – Price List and Project Timeline	The Request for Proposal must be <u>clear</u> and <u>legible</u> in the indicated column for each material and work item requested. The total price for the material and labor must be provided as indicated. All fields must be completed. The Request for Proposal prices must be added to the total Request for Proposals amount. If the total amount indicated is incorrect, the Request for Proposal will be automatically rejected.
6	Request for Proposal Certification	Must be signed and dated.



7	Other Required Documentation	W-9 Certificate of General Liability Proof of Vehicle Insurance
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Note: We will reject your Request for Proposal if it is incomplete and/or illegible.

The selected Request for Proposal will be for William B Travis Resource Center Kitchen Renovation. Each Request for Proposal or participant shall have the right to appeal any administrative issues arising from the procurement efforts to Cornerstone Community Action Agency. These issues include: source evaluation, protests, disputes and claims.

If the Request for Proposal provided is not satisfied with the decision of Cornerstone Community Action Agency, he/she may then appeal his/her grievance to Cornerstone Community Action Agency's Executive Director provided such appeal is related to the following:

Violations of federal laws or regulations.

Violations of protest procedures or failure to review a complaint or protest.

Scoring Criteria

All Requests for Proposals will be scored based on the following criteria:

FORM	DESCRIPTION	POSSIBLE POINTS
Narrative	Description of how the project will be completed	10
Schedule A	Financial Resources and Financial Obligations	65 points
Schedule B	Record of Past Performance / Technical Resources	40 points
Schedule B	Length of Experience	10 points
Schedule B	Minority owned / Woman owned Vendor	5 points
Schedule C	Price; In-Kind, and Timeline	120 points
	TOTAL POSSIBLE SCORE	250 points



Scoring Form

Name of Firm or Person: _____

Date and Time Received: _____

Request for Proposal is: ☐ Complete ☐ Incomplete, Illegible, or Failed to Comply with Instructions

Required Documents: ☐ Cover Letter ☐ Schedule A ☐ Financial Statement/Bank Statement
☐ Schedule B ☐ Schedule C ☐ Request for Proposal Certification ☐

W-9 ☐ Certificate of General Liability Scoring:

		Possible Points	Earned Points
Narrative		10	
Schedule A			
	Q1	1	
	Q2	1	
	Q3	1	
	Q4	1	
	Q5	15	
	Q6	15	
	Q7	15	
	Q8	15	
	Q9	1	
Schedule B			
	Q1	10	
	Q2	10	
	Q3	10	
	Q4	10	
½ pt per yr	Experience	10	
	HUB	5	
Schedule C			
Cost	\$ _____	40	
In-Kind	\$ _____	40	
Timeline	_____ months	40	
Total Score		250	
Rank			

Schedule A

Financial Resources and Financial Obligations

Contractors must provide a certified bank statement, or a bank letter signed by a senior bank officer, and/or copies of certified, audited financial statements attesting to the firm's financial capacity, stability and viability. Contractors must demonstrate they have the financial resources/capacity to await payments from



CCAA for up to ninety (90) days following CCAA's receipt of contractors invoice and/or until CCAA has received the grant funds.

1. Are you or have you been involved in a Chapter 13 proceeding? ____
2. Are there any liens against your firm? ____
3. Are there any lawsuits against your firm? ____
4. Have any complaints been filed against your firm with the Better Vendor Bureau? ____ If yes, describe the nature of the complaint and its resolution:

List three trade references from which you (or your firm) have purchased construction materials within the past twenty-four (24) months. Each reference will be contacted and the listed questions will be asked. No points will be awarded for references that cannot be contacted. Additional references can be listed at the Contractor's option to ensure that 3 references can be contacted.

Reference 1

Name: _____
Address: _____
Company: _____
Phone: _____

Reference 2

Name: _____
Address: _____
Company: _____
Phone: _____

Reference 3

Name: _____
Address: _____
Company: _____
Phone: _____

5. "How would you rate this firm (or individual) in their timeliness in meeting their financial obligations to you/your Company?"

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful

6. "How would you rate this CONTRACTOR's (or individual) honesty, fairness and responsibility?"

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful

7. "Have you or would you extend credit to this individual and if so, in what amount and under what terms?"

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful

8. "How long have you been conducting business (providing a line of credit) to this company/firm?"

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 - Wonderful

9. Has this firm or person been past due on any of their payments during the last six months? ____

Schedule B

Record of Past Performance and Technical Resources

List ALL people/companies from previous projects that you have completed in the last 12 months (additional pages may be added if needed).

Name: _____ Phone: _____

Date of Project Completion: _____

Name: _____ Phone: _____

Date of Project Completion: _____

Name: _____ Phone: _____

Date of Project Completion: _____

Name: _____ Phone: _____

Date of Project Completion: _____

Name: _____ Phone: _____

Date of Project Completion: _____

Name: _____ Phone: _____

Date of Project Completion: _____

Name: _____ Phone: _____



Date of Project Completion: _____

Name: _____ Phone: _____

Date of Project Completion: _____

Name: _____ Phone: _____

Date of Project Completion: _____

Past Performance

These questions will be asked when we contact the references.

1. "How would you rate the contractors overall job performance?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

2. "How would you rate the communication of the contractor as well as the work crew(s)?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

3. "How would you rate the contractor in consistently meeting deadlines and discussing any concerns?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

4. "How would you rate the contractor's preparedness to complete the job?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 - Wonderful

Length of Experience

State the number of years you have done professional General Contracting services. _____

Historically Underused Business

Are you a minority-owned, women-owned enterprise, or service-disabled veteran? _____

Schedule C

Price List and Project Timeline

Category	Material Cost	LaborCost	Estimated Duration
Electrical			
Plumbing			
HVAC			
Demolition			



Interior Renovation			
Exterior Renovation			

***Contractor will be expected to work with CCAA to obtain a more detailed breakdown of the cost after the bid has been awarded.

Total Cost: \$_____

Donation Provided: \$_____

Estimated Duration of Project: _____

Items to consider:

Scope will include but IS NOT limited to the following:

- Electrical – all wiring, replace lighting/fixtures as needed, outlet receptacles, breaker boxes, add building to the existing fire panel, ethernet wiring, wiring for kitchen appliances including range/stove and food warmer, install provided cameras (2), install outdoor light in exterior pathway to main building, wiring for the range hood and exhaust fan, move electrical breaker boxes if required for city code
- Plumbing – check pipes/drains and replace as needed, replace commodes/sinks/fixtures as needed, install grease trap, install commercial dish washer, install sink
- HVAC – new units and ducts to ensure proper heating and cooling to ALL areas of the building
- Demolition – t-grid, insulation, ceiling tiles, install serving window on separation wall, removal of cabinetry/commodes/sinks, general cleanup
- Interior Renovation – replace doors, windows, sheetrock, cabinetry, paint, t-grid, ceiling tiles, move kitchen items and install, ensure hood, exhaust, and suppression system works, install fire extinguishers and exit signs/lighting, repair cabinetry and shelving, install counters, serving window, and stainless steel tables
- Exterior Renovation – replace doors, windows, roof, paint building and railing, and outdoor lighting, install ramp
- All Required Permits and Drawings. CCAA will provide any drawings it has obtained in the past but there is no guarantee that they will be sufficient for city requirements.

Request For Proposal Certification

Contractor and Company Name:	
Other Company Names or DBA's	
SSN or Employer's Federal ID Number	



Mailing Address:	
Telephone:	
FAX:	

- I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Verification of contractor eligibility shall be obtained from the Texas Department of Housing and Community Affairs prior to awarding a contract.
- I certify that I am not a board member, officer, employee or former employee or agent of Cornerstone Community Action Agency nor am I a family member, spouse of a board member, officer, employee or agent of Cornerstone Community Action Agency
- I have been provided with a copy of the Request for Proposals package, reviewed the documents, and certify that all products and services will meet or exceed these standards and specifications. I further understand that if work performed is found to be unsatisfactory by Cornerstone Community Action Agency or if the relations between my company, homeowner or other parties are found to be unsatisfactory, it may result in debarment from future Cornerstone Community Action Agency contracts.
- I agree to provide proposed services without frequent delays.
- I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunities.
- I understand that Cornerstone Community Action Agency reserves the right to reject any and all Request for Proposals.
- No member, officer, agency or employees of Cornerstone Community Action Agency shall be personally liable concerning any matters arising out of or in relation to the commitment to **William B Travis Resource Center Kitchen Renovation** funds with regards to feasibility or validity of the proposed subject.

Contractor's Name (please print)

Contractor's Signature

Date

Sample Contract

CONTRACT

THIS CONTRACT is entered into by and between _____ ("Contractor") and Cornerstone Community Action Agency ("CCAA") in connection with the following project: William B Travis Resource Center Kitchen Renovation (the "Project").

It is hereby witnessed, that Contractor and CCAA for the consideration stated herein mutually agree as follows:



1. Scope of Work

Contractor shall provide all labor, materials, equipment, and services to complete the attached scope of work in strict accordance with the Contract Documents (the "Work") :

See attached Request for Proposal which includes the scope of work.

2. Contract Sum and Payments

CCAA shall pay the Contractor for the complete performance of the Work in strict accordance with the Contract Documents. CCAA will pay Contractor up to the sum of _____ (the "Contract Sum").

A. CCAA shall pay the Contract Sum as follows for each phase:

- An overall hold of 10% of the entire Contract Amount will be held and only paid once CCAA receives the approved Certificate of Occupancy from the Weatherford.
- 10% of each category's (refer to RFP: Schedule C) total cost will be held until the completed City of Weatherford permit is received by CCAA and/or passes CCAA inspection.
- Invoices, up to the remaining amount, may be submitted no earlier than bi-weekly for each category and must include Certified Payroll Reports (if work has been completed) for that week, documentation supporting the requested invoice amount, an attached report that itemizes the work that has been completed to support the invoice.

B. Certified Payroll Reports. Certified payroll reports shall be submitted to CCAA no less than weekly. ALL hourly wages must adhere to or be better than the Prevailing Wage Calculations for Palo Pinto County that are included in the attached RFP Packet. Payroll reports must include payroll information documented on the U.S. Department of Labor Form WH-347 for ALL persons who worked at that location that week, and a statement of compliance documented on U.S. Department of Labor Form WH-348. All certified reports must be submitted to CCAA before final payment will be issued.

C. Final Payment. Contractor shall submit its final application for payment upon completion of the Work and receipt of the City of Weatherford Certificate of Occupancy. With its final application for payment, Contractor shall submit to CCAA (1) an affidavit confirming that all payroll obligations, bills for materials and equipment, subcontractor invoices, and all other indebtedness and obligations connected with the Work have been paid or otherwise satisfied; (2) all required certified payroll reports; and (3) all other documents required by the Contract Documents to be delivered at final completion of the Work.

D. Change Orders. CCAA may order changes in the Work within the general scope of the Contract, and Contractor shall perform the changes ordered by CCAA. The Contract Sum and Completion Date shall be adjusted by written change order as mutually agreed, or if there is no mutual agreement, in a reasonable amount as determined by CCAA. Contractor shall **NOT** be entitled to any increase in the Contract Sum or the Completion Date without a written change order signed by CCAA **PRIOR TO** the change. All change orders shall be requested **AND** approved via email by Hanna Adams, CCAA Executive Director, at hanna.adams@cornerstonecaa.org

E. Funding Contingency. CCAA receives grants from the Office of Head Start in the United States Department of Health and Human Services (HHS) and expects to receive budgeted funds under a grant from HHS to pay Contractor under this Contract. If CCAA does not receive such funds, CCAA may



terminate this Contract without liability to the Contractor other than for non-cancelable expenses incurred to the date of termination.

F. Sales/Use Tax Exemption. CCAA is exempt from the payment of sales/use tax. To take advantage of the sales/use tax exemption, CCAA must purchase certain materials and equipment directly by issuing a check to the supplier for such materials and equipment. Contractor shall cooperate with CCAA in its efforts to purchase materials and equipment for the Project on a tax-exempt basis. Contractor shall coordinate with the suppliers of all such materials and equipment and shall be responsible for and install all such materials and equipment as if such materials and equipment had been supplied by the Contractor as part of the Scope of Work.

3. Time

A. Completion Date. The Contractor shall commence performance of the Work upon execution of this Contract and shall achieve substantial completion of the Work by no later than 3/31/2026 (the "Completion Date"). The Completion Date may be extended only with prior written approval of CCAA. Any down time due to funding restraints will be added onto the end of the project.

B. Liquidated Damages. If Contractor has not substantially completed the Work by the Completion Date, then liquidated damages owed by Contractor to CCAA shall accrue in the amount of \$100 per calendar day until Contractor completes the Work. An exception may be made for Contractor upon a documented catastrophe outside of the Contractor's control and upon written approval from CCAA. In the event of such catastrophe, the Contractor must provide a written statement along with any relevant, appropriate backup documentation to CCAA within 5 days of such catastrophe. Such statement must include the specific catastrophe, a plan to complete work as quickly as possible, and an estimated completion date. CCAA will review the documentation and decide the validity of such catastrophe and report to the Contractor within 5 business days of its decision. CCAA and Contractor agree that actual delay damages would be difficult to determine and that the liquidated damages set forth herein are a reasonable measure of delay damages and are not a penalty.

4. Default

CCAA may withhold payments otherwise due Contractor in any amount determined by CCAA to be necessary to protect CCAA against loss resulting from any of the following events or conditions, each of which constitutes a default under this Contract:

- a. Failure to commence or complete the Work by the dates required in this Contract.
- b. Failure to provide sufficient labor, equipment, or materials to ensure the Work is completed in accordance with the terms of the Contract.
- c. Failure to remove and replace any Work rejected by CCAA as defective or unsatisfactory.
- d. Insolvency or bankruptcy of Contractor, or an assignment made to the benefit of creditors.
- e. Third-party claims asserted or threatened against the Owner in connection with the performance of the Work.
- f. Failure by Contractor to pay or otherwise satisfy any payroll obligations, bills for materials and equipment, subcontractor invoices, and all other indebtedness and obligations connected with the Work.
- g. Failure to provide required wage data for any person working under this Contract.
- h. Failure to protect, repair, replace or to make good any damage or injury to property.



- i. Breach of any law, statute, code, regulation, or government order.
- j. Breach of any other provision(s) of this Contract.

Failure to exercise any rights or remedies as set forth in this Contract or by law shall not be construed as a waiver by CCAA regarding an event of default or any succeeding event of default.

5. Contractor Responsibilities

A. Clean-up and Removal from Site. Upon completion of the Work, Contractor shall remove all waste materials and rubbish occasioned by the Work from the Work site as well as all its tools, construction equipment, machinery, and surplus materials. The Work and grounds immediately adjacent to the Work shall be left in a broom-clean condition.

B. Licenses, Permits, Fees, etc. Contractor shall obtain any required building permit and all governmental approvals and inspections which may be necessary to perform the Work. Contractor shall comply with all applicable law, including all applicable regulations, ordinances, and codes.

C. Safety. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required for the performance of the Work, and the protection of the Work, the Project and all personal and real property thereon, adjacent property, workers, the public, and all persons affected by the Work.

D. Access to the Site. Contractor shall provide reasonable access to the work site to CCAA and its approved representatives. Further, pursuant to 45 CFR §1303.55(d), the responsible HHS official or his or her designee shall have access at all reasonable times to the Work being performed pursuant to this Contract, at any stage of preparation or progress. The Contractor shall facilitate such access and inspection.

E. Claims. Claims by the Contractor for an adjustment in the Contract Sum or the Completion Date must be initiated by written notice to CCAA within fourteen (14) days after occurrence of the event giving rise to such claim. The claim must be emailed to wayne.kauffman@cornerstonecaa.org

6. Warranty and Correction of Defects

A. Warranty. Contractor warrants that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents, and that the Work will conform to all applicable building codes, laws, ordinances, rules, regulations, and lawful orders of all public authorities.

B. Correction of Defects. In addition to and without limiting Contractor's warranty obligations, Contractor shall correct any defects due to faulty materials or workmanship which appear within three hundred sixty-five (365) days of Contract completion. Contractor shall make all corrections within thirty (30) days of notice of defect. Nothing contained in this paragraph shall be construed to establish a period of limitations with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work relates only to the specific obligation of the Contractor to correct its Work, and has no relationship to the time within which the obligation to comply



with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct its Work.

7. Assignments, Subcontracts and Termination

A. No Assignment. Contractor may not assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, in this Contract without the prior written consent of CCAA. Any attempt by Contractor to assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, without the prior written consent of CCAA shall be void.

B. Subcontractors. Contractor shall submit to CCAA the names of all proposed subcontractors, and CCAA reserves the right to reject any and all subcontractors. Contractor shall be responsible for the actions and omissions of its subcontractors and suppliers of every tier.

C. Termination by Contractor. If CCAA fails to make any undisputed payment required by this Contract, and if CCAA fails to cure said nonpayment within fourteen (14) days of receipt of written notice from Contractor, Contractor may terminate this Contract and recover from CCAA payment for that portion of the Work performed by Contractor prior to termination.

D. Termination by CCAA.

1. For Cause. If Contractor is in default (as defined by Section 4 above), and if Contractor fails to cure said default within fourteen (14) days of receipt of written notice from CCAA, CCAA may terminate this Contract for cause. In case of such termination, CCAA shall have the immediate right to take possession of the site and all materials, equipment, tools, and construction equipment and machinery owned by Contractor for the limited purpose of completing the Work. CCAA may also take assignment of Contractor's subcontracts. CCAA has the right to finish the Work by whatever means or method CCAA may deem expedient.

After a termination for cause by CCAA, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for professional service costs, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to CCAA, plus all other contract damages allowed by law.

2. For Convenience. CCAA reserves the right to terminate the Contract at any time, effective immediately upon written notice to the Contractor. If this Contract is terminated for convenience, the Contractor shall be entitled to be paid for the portion of the Contract Sum calculated on the percentage of Work performed. Contractor shall not be entitled to recover anticipated profits or overhead allocations on portions of the Work not performed. A termination for cause wrongfully made shall be deemed a termination for convenience.

8. Contract Documents

The Contract Documents consists of the following documents:



A. This Contract

B. Entire Awarded Request for Proposal which includes scope of work and other relevant documents.

9. Insurance and Bonds

A. Contractor's Insurance. Contractor shall purchase and maintain for itself and shall require its subcontractors to purchase and maintain the following types and limits of insurance:

Workers' Compensation - State statutory limits.

Employer's Liability - Bodily injury by accident - \$500,000 each accident; bodily injury by disease \$500,000 each employee.

Commercial General Liability - Including without limitation Premises Operations, Independent Contractors (let or sublet work); Contractual Liability; Products and Completed Operations; Explosion, Collapse, and Underground ("XCU"); Broad Form Property, Personal Injury, and Advertising Liability (employment exclusion deleted); Incidental Medical Malpractice; Amendment of Pollution Exclusion hostile fire; General Aggregate Limit: \$1,000,000.00; Personal and Advertising Injury Limit: \$1,000,000; Each Occurrence Limit (per project): \$1,000,000.

Commercial Auto Coverage - \$1,000,000 Combined Single Limit. This policy shall cover all Subcontractor furnished, owned, hired, and non-owned vehicles, including the loading or unloading thereof.

Professional Liability Insurance - Minimum single limit of \$1,000,000 per claim and \$1,000,000.00 aggregate]; insuring Contractor and all other persons for whose acts Contractor may be liable arising out of or relating to the negligent acts, errors, or omissions in connection with the carrying out of professional responsibilities relating to this Contract.

B. CCAA as Additional Insured. Policies for insurance required to be provided by Contractor and its subcontractors shall include CCAA as additional insured, including, without limitation, with respect to completed operations coverage. Such insurance shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by CCAA.

C. Insurance Certificates. All insurance certificates must be delivered to CCAA before Contractor begins Work. Such Certificates of Insurance shall be in a form acceptable to the Owner and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements. Contractor shall not allow insurance required by this Contract to lapse, be canceled, reduced in limits or coverage, nonrenewed, or materially changed or have restrictive modifications added during the life of this Contract, including the guarantee period or other periods of required coverage. Contractor shall immediately notify CCAA in writing if Contractor learns that any policy required to be maintained under this Contract will be or has been canceled, reduced in limits or coverage, or materially changed, or have restrictive modifications added, or allowed to expire.

10. Indemnity

A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CCAA from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees related thereto or to the enforcement of this paragraph, arising out of or resulting from performance of the Work required under this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use



therefrom, but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

B. Except only to the extent caused by the failure of CCAA to make payment to Contractor as required by this Contract, Contractor shall indemnify, defend, and save harmless CCAA from any payment claims or liens filed or threatened by Contractor or any subcontractors, sub-subcontractors or suppliers (of any tier) related to the Work, and any related costs (including attorneys' fees related thereto or to the enforcement of this subparagraph), liabilities, judgments, executions, and disbursements. In addition, Contractor shall immediately take all steps necessary to remove any such liens upon demand of CCAA.

11. Federal Requirements

Contractor:

A. Will comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Certifies that it has not been debarred or suspended pursuant to, and is not listed on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with, Executive Orders 12549 and 12689.

C. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other nondiscrimination Statute(s) which may apply to this Contract.

D. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324- 7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds, if applicable.



- E. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, policies, and funding requirements governing this Project.
- F. Will make positive efforts to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- G. Will comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."
- H. Will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a- 7), as supplemented by Department of Labor regulations 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."
- I. Will comply, where applicable, with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-333, as supplemented by Department of Labor Regulations, 29 CFR part 5.
- J. Will give CCAA, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to all records, books, papers, or documents related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- K. Will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401, et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq. Contractor further agrees to report all violations to the Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.
- L. Will comply with and submit the certification and disclosures to the extent required by, the Byrd Anti- Lobbying amendment, 31 U.S.C. § 1352.
- M. Will include all the foregoing provisions of this section in its contracts with its subcontractors.

12. Miscellaneous

This Contract (i) shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns; (ii) may be executed in one or more counterparts, all of which shall be considered one and the same Contract; (iii) embodies the entire agreement and understanding, and supersedes all prior agreements and understandings between CCAA and the Contractor relating to the subject matter hereof; and (iv) may be amended or modified only in writing or as specifically provided herein.

Witness our hands effective this _____ day of _____ approved and accepted on behalf of Cornerstone Community Action Agency, a private, non-profit corporation of the State of Texas.

CONTRACTOR

EXECUTIVE DIRECTOR



Cornerstone Community Action Agency
114 Needham St
Coleman, TX 76834

Appendix: Other Documents

