

**HOPKINS COUNTY, TEXAS
CONSTRUCTION AGREEMENT**
Between Owner and Contractor
Hopkins County Jail Outdoor Mezzanine



Project No. 2026-007

OWNER

Hopkins County, Texas
118 Church Street
Sulphur Springs, Texas 75482

CONTRACTOR

Robinson Benat Construction
200 Church Street
Sulphur Springs, Texas 75482

OWNER'S REPRESENTATIVE

CRW Associates
3878 County Road 4772
Sulphur Springs, Texas 75482

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this 14th day of July, 2026, by and between Hopkins County, Texas, a political subdivision of the State of Texas ("Owner"), and Robinson Benat Construction ("Contractor"), for construction of the Hopkins County Jail Outdoor Mezzanine, Project No. 2026-007.

The Owner has accepted the Contractor's Bid Proposal dated 6-30-26, which is incorporated into this Agreement as Exhibit A. The Contractor agrees to furnish all labor, supervision, materials, equipment, tools, transportation, permits, testing, temporary facilities, cleanup, and all incidental services necessary to complete the Work described in the Contract Documents for the Contract Sum stated herein.

CRW Associates has been retained by the Owner as the Owner's Representative for administration of the Project. CRW Associates is not a party to this Agreement and shall have only the authority specifically delegated by the Owner under this Agreement.

**ARTICLE 1
CONTRACT DOCUMENTS**

The Contract Documents consist of the following:

1. This Construction Agreement.
2. Exhibit A – Accepted Robinson Benat Construction Bid Proposal.
3. Exhibit B – Reduced 8½-inch × 11-inch Contract Drawings.
4. Project Technical Specifications, if issued.
5. Written Addenda issued before execution of this Agreement.
6. Written Change Orders executed after execution of this Agreement.

The Contract Documents are intended to be complementary. The Contractor shall perform all Work reasonably inferable from the Contract Documents as being necessary to produce a complete and functional project; whether or not every item is specifically mentioned.

If a conflict exists among the Contract Documents, the order of precedence shall be:

1. Executed Change Orders.
2. This Construction Agreement.
3. Technical Specifications.
4. Contract Drawings.
5. Accepted Bid Proposal.

The Contractor shall promptly notify the Owner's Representative of any discrepancy, ambiguity, omission, or conflict discovered in the Contract Documents before proceeding with the affected Work. Failure to provide such notice shall not relieve the Contractor of responsibility for properly performing the Work.

ARTICLE 2

SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, equipment, transportation, tools, permits, testing, inspections, temporary facilities, cleanup, and incidental services necessary to construct the Hopkins County Jail Outdoor Mezzanine in accordance with the Contract Documents.

The Work generally includes, but is not limited to:

- Mobilization.
- Site layout.
- Excavation.
- Concrete foundations.
- Reinforcing steel.
- Structural steel fabrication.
- Structural steel erection.
- Welding.
- Elevated framing.
- Stair construction.
- Guardrails.
- Anchors and connections.
- Protective coatings.
- Coordination with the Owner.
- Coordination with the Owner's Representative.
- Testing and inspections.
- Final cleanup.
- Delivery of warranties.
- Completion of all Punch List items.

The Contractor shall provide all work necessary to produce a complete and usable installation, including work reasonably inferable from the Contract Documents.

The Contractor acknowledges that construction shall occur at an occupied correctional facility. The Contractor shall coordinate all operations with the Owner and the Hopkins County Sheriff's Office and shall conduct the Work in a manner that minimizes disruption to jail operations and maintains required security.

ARTICLE 3
CONTRACT SUM

The Owner agrees to pay the Contractor the Contract Sum of:

ONE HUNDRED EIGHTY THOUSAND FIFTY-NINE DOLLARS AND NO/100

(\$180,059.00)

subject only to additions or deductions authorized by written Change Order executed by the Owner.

The Contract Sum includes all labor, supervision, materials, equipment, transportation, permits, overhead, profit, taxes, temporary facilities, cleanup, and incidental costs required to complete the Work.

The Contract Sum does not include reimbursement of the actual documented premium paid by the Contractor for the required Performance Bond and any Payment Bond required by Texas law. Such reimbursement shall be made separately by the Owner in accordance with Article 7 of this Agreement upon receipt of acceptable documentation.

ARTICLE 4
CONTRACT TIME

The Contractor shall commence the Work upon issuance of a written Notice to Proceed by the Owner and shall diligently prosecute the Work to achieve Substantial Completion within fifty (50) calendar days following the date established in the Notice to Proceed.

Time is of the essence in the performance of this Agreement. The Contractor shall continuously furnish sufficient labor, supervision, equipment, and materials to maintain the approved construction schedule and complete the Work within the Contract Time.

The Contractor shall promptly notify the Owner's Representative in writing of any event that may delay completion of the Project. Extensions of the Contract Time shall be granted only by written Change Order executed by the Owner. Extensions may be considered for delays resulting from Owner-directed changes, unusually severe weather, acts of God, governmental actions, or other causes beyond the reasonable control of the Contractor that materially affect the critical path of the Work.

Delays resulting from late procurement, subcontractor performance, equipment failure, inadequate staffing, or other causes within the Contractor's control shall not justify an extension of the Contract Time.

4.1 Liquidated Damages

The Parties recognize that actual damages resulting from delayed completion would be difficult to determine. Therefore, if the Contractor fails to achieve Substantial Completion within the Contract Time, as adjusted by approved Change Orders, the Contractor shall pay the Owner Liquidated Damages in the amount of Four Hundred Dollars (\$400.00) for each calendar day until Substantial Completion is achieved.

The Parties agree that this amount is a reasonable estimate of the damages likely to be sustained by the Owner and is intended as liquidated damages and not as a penalty.

Liquidated damages may be deducted from amounts otherwise due the Contractor or recovered by any other lawful means.

ARTICLE 5

CONTRACT SUM AND PAYMENT

5.1 Contract Sum

The Owner shall pay the Contractor the Contract Sum stated in Article 3, together with any adjustments authorized by executed Change Orders and the reimbursement of the documented Performance Bond premium as provided herein.

5.2 Applications for Payment

The Contractor shall submit Applications for Payment to the Owner's Representative on a form acceptable to the Owner. Each Application shall include sufficient documentation to support the amount requested, including evidence of material procurement, progress of the Work, and any other information reasonably requested by the Owner's Representative.

Applications for Payment shall constitute the Contractor's representation that the Work covered by the Application has been performed in accordance with the Contract Documents and that previous payments have been applied to Project costs.

5.3 Progress Payments

Payments shall be made in accordance with the following schedule:

(A) Material Procurement Draw

The Contractor shall be entitled to a payment equal to Sixty Percent (60%) of the Contract Sum upon satisfaction of all of the following conditions:

- Execution of this Agreement by both Parties.
- Issuance of the Notice to Proceed.
- Delivery and approval of required Certificates of Insurance.
- Delivery and approval of the required Performance Bond.
- Submission of documentation demonstrating procurement or commitment for major Project materials.
- Submission of a complete Application for Payment.

This payment is intended to finance procurement of structural steel, reinforcing steel, concrete materials, fabricated components, and other major materials necessary for timely completion of the Project.

(B) Eighty Percent Completion Draw

The Contractor shall be entitled to a payment equal to Twenty Percent (20%) of the Contract Sum when the Work has reached Eighty Percent (80%) completion, as determined by the Owner's Representative.

The Contractor shall submit an updated Application for Payment together with documentation supporting the percentage of completion.

© Final Payment

The remaining Twenty Percent (20%) of the Contract Sum, less retainage, shall become payable after:

- Final Completion of the Work.
- Completion of all Punch List items.
- Final inspection by the Owner's Representative.

- Acceptance of the Project by the Owner.
- Delivery of all warranties.
- Delivery of Record Documents, if required.
- Submission of final lien waivers from the Contractor and all subcontractors and suppliers.
- Submission of all closeout documents required by the Contract Documents.

5.4 Retainage

The Owner shall withhold Ten Percent (10%) retainage from each progress payment.

Retainage shall be released after Final Completion, acceptance of the Work by the Owner, completion of all Punch List items, receipt of all required warranties, closeout documents, and unconditional final lien waivers, provided the Contractor has fully performed all obligations under this Agreement.

5.5 Payment Due Date

The Owner shall make payment on 2nd and 4th Tuesday after receipt of a complete and properly documented Application for Payment approved by the Owner following review and recommendation by the Owner's Representative, unless payment is withheld in accordance with this Agreement or applicable law. Application for Payment must be made by Wednesday the week before 2nd or 4th Tuesday.

5.6 Right to Withhold Payment

The Owner may withhold all or part of any payment if reasonably necessary to protect the Owner from loss because of:

- Defective or nonconforming Work.
- Failure to correct defective Work.
- Failure to pay subcontractors or suppliers.
- Failure to maintain required insurance or bonds.
- Damage to County property caused by the Contractor.
- Failure to comply with the Contract Documents.
- Third-party claims arising from the Contractor's performance.
- Any other material breach of this Agreement.

The Owner shall provide written notice to the Contractor stating the reasons for withholding payment. Payment shall be made when the condition giving rise to the withholding has been corrected to the satisfaction of the Owner.

5.7 Bond Premium Reimbursement

The Owner shall reimburse the Contractor for the actual documented premium paid to obtain the required Performance Bond and any Payment Bond required by Texas law.

To receive reimbursement, the Contractor shall submit:

1. A paid invoice from the surety or bonding agency.
2. Proof of payment by the Contractor.
3. Executed bond documents accepted by the Owner.

Reimbursement shall be limited to the Contractor's actual documented premium and shall not include markup, overhead, or profit. The Parties acknowledge that the premium is expected to be approximately three percent (3%) of the Contract Sum, but reimbursement shall be based solely on the actual documented cost.

ARTICLE 6

CONTRACTOR RESPONSIBILITIES

The Contractor shall perform the Work in a good and workmanlike manner consistent with generally accepted construction practices and in accordance with the Contract Documents.

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, temporary facilities, permits, testing, inspections, and incidental services necessary to complete the Project.

The Contractor shall be solely responsible for construction means, methods, techniques, sequences, procedures, and safety precautions used in performing the Work. Neither the Owner nor the Owner's Representative shall have responsibility for or control over the Contractor's means and methods of construction.

The Contractor shall maintain a competent superintendent at the Project site whenever Work is in progress. The superintendent shall have authority to receive instructions, coordinate subcontractors, and act on behalf of the Contractor.

The Contractor shall coordinate the Work with all subcontractors, suppliers, utility companies, testing laboratories, and governmental agencies having jurisdiction over the Project.

The Contractor shall verify all field dimensions and existing conditions before ordering materials or beginning construction. Any discrepancy or condition affecting the Work shall be reported immediately to the Owner's Representative.

The Contractor shall maintain the Project site in a clean and orderly condition and shall remove debris and waste materials at regular intervals. Upon completion of the Work, the Contractor shall remove all temporary facilities, construction equipment, unused materials, and debris, leaving the Project in a clean and safe condition.

The Contractor shall protect existing buildings, utilities, pavement, landscaping, fences, and other improvements from damage. Damage caused by the Contractor or its subcontractors shall be repaired or replaced by the Contractor at no additional cost to the Owner.

Because the Project is located at the Hopkins County Jail, the Contractor shall comply with all security requirements established by the Owner and the Hopkins County Sheriff's Office. Contractor personnel shall not possess contraband, communicate with inmates except as authorized by jail personnel, or interfere with jail operations. The Owner may require the removal of any Contractor employee whose conduct creates a security concern or materially interferes with County operations.

The Contractor shall maintain all insurance required by this Agreement throughout the duration of the Project and shall furnish replacement certificates upon renewal of any policy.

The Contractor shall obtain and pay for all permits, licenses, inspections, and approvals required for performance of the Work unless specifically identified in the Contract Documents as the responsibility of the Owner.

The Contractor warrants that all Work shall be free from defects in workmanship and materials and shall comply with the requirements of this Agreement.

ARTICLE 7

OWNER RESPONSIBILITIES

The Owner shall provide the Contractor reasonable access to the Project site, subject to the operational and

security requirements of the Hopkins County Jail.

The Owner appoints CRW Associates as the Owner's Representative for administration of this Agreement. CRW Associates shall act solely as the Owner's representative and shall not be responsible for the Contractor's means, methods, safety, scheduling, or supervision of construction.

- The Owner's Representative shall:
- Review Applications for Payment.
- Review Shop Drawings and submittals, if required.
- Observe the progress of the Work.
- Coordinate inspections and testing.
- Review requests for information.
- Prepare Punch Lists.
- Recommend Substantial Completion and Final Completion.
- Advise the Owner regarding Contract administration.

The Owner's Representative shall not have authority to increase the Contract Sum, extend the Contract Time, waive Contract requirements, or approve Change Orders. Such authority is reserved exclusively to the Owner.

The Owner shall review Applications for Payment following recommendation by the Owner's Representative and shall make payment in accordance with Article 5.

The Owner reserves the right to inspect the Work at any reasonable time. Inspections shall not relieve the Contractor of responsibility for performing the Work in accordance with the Contract Documents.

The Owner may temporarily suspend construction activities when reasonably necessary to protect public safety, maintain jail security, or respond to emergency conditions. If such suspension materially affects the critical path of the Project and is not caused by the Contractor, the Contractor may request an equitable adjustment to the Contract Time by written Change Order.

ARTICLE 8 CHANGES IN THE WORK

The Owner may order changes in the Work without invalidating this Agreement.

Any change affecting the Scope of Work, Contract Sum, or Contract Time shall be authorized only by a written Change Order executed by the Owner and accepted by the Contractor.

Each Change Order shall describe:

- The revised Work.
- Any adjustment to the Contract Sum.
- Any adjustment to the Contract Time.
- Any additional conditions applicable to the change.

The Contractor shall not perform changed Work before receiving an executed Change Order unless directed by the Owner to respond to an emergency affecting life safety, security, or protection of property.

If the Contractor believes that any instruction from the Owner or the Owner's Representative constitutes a change to the Work, the Contractor shall notify the Owner in writing before proceeding. Failure to provide written notice before performing the Work shall constitute a waiver of any claim for additional compensation or additional Contract Time arising from that Work.

Adjustments to the Contract Sum shall be determined by one or more of the following methods:

1. Lump sum agreed upon by the Parties.
2. Unit prices established in the Bid Proposal or accepted by written agreement.
3. Actual documented cost of labor, materials, equipment, and subcontractors, plus a reasonable allowance for overhead and profit as approved by the Owner.

Minor field clarifications issued by the Owner's Representative that do not affect the Contract Sum or Contract Time shall not require a Change Order.

The Contractor shall promptly notify the Owner if concealed or unknown conditions materially differing from those reasonably anticipated are encountered. The Contractor shall not disturb such conditions until receiving written direction from the Owner.

ARTICLE 9

INSURANCE AND BONDS

9.1 Insurance

Before commencing the Work, the Contractor shall furnish Certificates of Insurance evidencing the coverage required by this Agreement. Insurance shall remain in effect until Final Completion of the Project.

At a minimum, the Contractor shall maintain:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Automobile Liability Insurance covering owned, hired, and non-owned vehicles with a combined single limit of \$1,000,000.
- Workers' Compensation Insurance as required by the laws of the State of Texas, together with Employer's Liability coverage of not less than \$1,000,000.

The Contractor shall require each subcontractor to maintain insurance appropriate for the portion of the Work performed by that subcontractor.

Certificates of Insurance shall provide that coverage will not be canceled or materially reduced without prior notice to the Owner as required by law or the policy.

Review or acceptance of insurance certificates by the Owner shall not relieve the Contractor of any obligation or liability under this Agreement.

9.2 Performance Bond

Within five (5) calendar days after execution of this Agreement, and before beginning the Work, the Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, issued by a surety authorized to conduct business in the State of Texas and acceptable to the Owner.

If required by Texas law, the Contractor shall also furnish a Payment Bond in the amount required by law.

9.3 Bond Premium Reimbursement

The Owner agrees to reimburse the Contractor for the actual documented premium paid for the required Performance Bond and any required Payment Bond.

The Contractor shall submit:

1. A paid invoice from the surety or bonding agency.
2. Proof of payment.
3. Executed bond documents accepted by the Owner.

Reimbursement shall not exceed the Contractor's actual documented premium and shall not include overhead, profit, or other markups.

9.4 Failure to Maintain Coverage

Failure to maintain the required insurance or bonds shall constitute a material breach of this Agreement. The Owner may suspend the Work or terminate this Agreement for cause if the Contractor fails to restore the required coverage after written notice and a reasonable opportunity to cure.

ARTICLE 10

WARRANTY AND CORRECTION OF WORK

The Contractor warrants that all labor, materials, equipment, and workmanship furnished under this Agreement shall be free from defects and shall conform to the Contract Documents.

Unless a longer period is required by the manufacturer, the Contractor shall warrant the Work for one (1) year following Final Completion and written acceptance by the Owner.

Upon written notice from the Owner of defective Work discovered during the warranty period, the Contractor shall promptly investigate the condition and begin corrective action within seven (7) calendar days, unless emergency conditions require immediate response.

If the Contractor fails to correct defective Work within a reasonable time, the Owner may make the necessary corrections and recover the reasonable cost of such corrections from the Contractor or the Contractor's surety.

Manufacturer warranties extending beyond one year shall be assigned to the Owner at Final Completion.

Final payment or release of retainage shall not relieve the Contractor of warranty obligations under this Agreement.

ARTICLE 11

DEFAULT AND TERMINATION

11.1 Contractor Default

The Contractor shall be in default if the Contractor:

- Fails to prosecute the Work with reasonable diligence.
- Fails to maintain required insurance or bonds.
- Fails to comply with the Contract Documents.
- Fails to pay subcontractors or suppliers.
- Abandons the Work.
- Repeatedly performs defective Work.
- Otherwise materially breaches this Agreement.

Before terminating this Agreement for cause, the Owner shall provide written notice describing the default. The Contractor shall have seven (7) calendar days after receipt of the notice to begin correcting the default and shall diligently pursue correction to completion.

If the Contractor fails to cure the default within a reasonable time, the Owner may:

- Terminate this Agreement for cause.
- Complete the Work by others.
- Withhold further payments.
- Recover the reasonable cost of completing the Project from the Contractor or its surety.
- Exercise any other remedy available under Texas law.
-

11.2 Owner Termination for Convenience

The Owner may terminate this Agreement for convenience upon seven (7) calendar days' written notice to the Contractor.

In such event, the Contractor shall be paid for Work properly performed through the effective date of termination together with the documented cost of materials properly ordered for the Project and the reimbursable bond premium provided by this Agreement. The Contractor shall not be entitled to anticipated profit on unperformed Work.

ARTICLE 12 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

Venue for any legal action arising from this Agreement shall lie exclusively in the state courts of Hopkins County, Texas, unless jurisdiction is otherwise required by law.

All notices required by this Agreement shall be in writing and delivered personally, by certified mail, recognized overnight courier, or electronic mail with confirmation of receipt, to the addresses identified in this Agreement or to any updated address designated by written notice.

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Party granting the waiver. Failure to enforce any provision shall not constitute a waiver of future enforcement.

This Agreement, together with the Contract Documents identified in Article 1, constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions, representations, and agreements concerning the Project.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall have the same force and effect as original signatures to the fullest extent permitted by Texas law.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Construction Agreement effective as of the date first written above.

OWNER

HOPKINS COUNTY, TEXAS

118 Church Street
Sulphur Springs, Texas 75482

By: Robert Newson

Printed Name: Robert Newson

Title: County Judge

Date: 7-14-26

ATTEST: Nacy Smith 7-14-2026

Hopkins County Clerk

Approved as to Form:

Hopkins County Attorney



CONTRACTOR

ROBINSON BENAT CONSTRUCTION

200 Church Street
Sulphur Springs, Texas 75482

By: [Signature]

Printed Name: Kyle N. Robinson

Title: PRESIDENT

Date: 7/14/2026

OWNER'S REPRESENTATIVE

CRW ASSOCIATES

3878 County Road 4772
Sulphur Springs, Texas 75482

The undersigned acknowledges its appointment by the Owner as Owner's Representative for administration of this Project and agrees to perform those duties assigned under this Agreement. This acknowledgment does not create contractual liability beyond CRW Associates' separate agreement with the Owner.

By: [Signature]

Printed Name: Tom Closup

Title: COUNTY REPRESENTATIVE

Date: 7/14/26

TEXAS ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF HOPKINS

This instrument was acknowledged before me on the 14th day of July, 2020, by
Robert Newsom, the duly authorized representative of Hopkins County, Texas.

Notary Public, State of Texas

Attested by:

Nancy Smith
Hopkins County Clerk

My Commission Expires: _____



STATE OF TEXAS
COUNTY OF HOPKINS

This instrument was acknowledged before me on the ____ day of _____, 20, by
_____, the duly authorized representative of Robinson Benat Construction.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBITS

Exhibit A – Accepted Robinson Benat Construction Bid Proposal.

Exhibit B – Reduced 8½ × 11-inch Structural Drawing Set.

HOPKINS COUNTY, TEXAS
CONSTRUCTION AGREEMENT
Between Owner and Contractor
Hopkins County Jail Outdoor Mezzanine

EXHIBIT A

BID 2026-007
MEZZANINE @ JAIL

COMPANY NAME Robinson Benat Construction

BID 2026-007

Project: HOPKINS COUNTY JAIL OUTDOOR MEZZANINE
298 Rosemont Street
Sulphur Springs, Texas 75482

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

Bid to: SHANNAH AULSBROOK
County Auditor
118 College Street
Sulphur Springs, Texas 75482

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

Bid Due Date: Tuesday, June 30th 11:00 AM

Gentlemen:

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

COMPANY NAME Robinson Benat Construction

1. GENERAL:

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

2. CONSTRUCTION OF NEW OUTDOOR MEZZANINE:

- 2.1. Furnish all labor, equipment, materials and incidentals required to construct new elevated concrete and steel Mezzanine in accordance with attached drawing and specification sheets S1.0, S1.2, S1.3 and S1.4.

2.1.1. Price: \$ 180,059.00

One Hundred Eighty Thousand Fifty Nine dollars Zero cents.

3. PERFORMANCE BOND:

- 3.1. The undersigned Contractor agrees to furnish a Performance Bond for the entire Bid amount for the sum of 30% percent of Contract sum.

30% of
[Signature]

4. ACCEPTANCE:

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

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MEZZANINE @ JAIL

submission of complete list of subcontractors prior to execution of the contract documents.

COMPANY NAME Robinson Benat Construction

8. DISCLOSURES:

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

TRADE	SUB CONTRACTOR
Boring Equipment	Big Dog Drilling
Concrete Provider	New Boston Concrete
Metal Provider	Hooten's Steel
Reinforced Steel Provider	Ready Cable
Metal Build Installation	Top Hand Construction

9. COMPLETION OF WORK:

- 9.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to execute a contract for the above mentioned work in compliance to the Bid Documents and this Proposal Form. The Undersigned further agrees to guarantee completion of all Base Bid One Work within 30 50 90 calendar days after commencement of work. Should satisfactory completion of work not be completed within this time, liquidated damages in the amount of four

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MEZZANINE @ JAIL

hundred (\$400.00) dollars per calendar day will be assessed and applied against the payment of invoices. Reasonable extensions of time may be granted when requested in writing in a timely manner .

COMPANY NAME Robinson Benat Construction

10. COMMENCEMENT OF WORK:

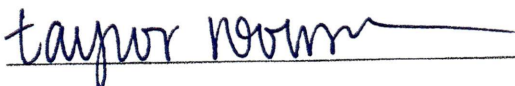
10.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to mobilize to commence work within 30 calendar days after the awarding of the Contract.

11. INSURANCE:

11.1 Furnish Owner with General Liability Insurance in the amount of \$ 1,000,000.00

Signed  Date 6/30/2026
Title Owner / President Telephone 469-474-5435

Print in Ink or Type

Name Kyle Robinson
Company Robinson Benat Construction
Address 200 Church Street
City, State, Zip Sulphur Springs, TX 75482
Witness Taylor Robinson
Witness Signature 
Contractor License Number (if applicable) _____

Required Forms

REFERENCES

Bidder shall provide a minimum of five (5) references for projects of similar size and scope. References should include governmental entities, commercial facilities, or other organizations for which the bidder has provided HVAC preventive maintenance and/or repair services.

Reference #	Company/Organization	Contact Person	Title	Phone Number	Email Address	Description of Services Provided
1						
2						
3						
4						
5						

*Not Applicable - RBC has not provided HVAC preventive maintenance or repair services.

The undersigned certifies that the information provided above is true and correct and authorizes Hopkins County to contact the references listed.

Company Name: Robinson Benat Construction

Authorized Representative: Kyle Robinson

Title: Owner / President

Signature: 

Date: 6/30/2026

QUALIFICATIONS QUESTIONNAIRE

This questionnaire is to be completed in its entirety. No modifications to the wording are permitted. Proposals submitted with Qualifications Questionnaires that are incomplete or incorrect, or that have been altered, are subject to rejection.

1. Full Legal Name of Business:

Robinson Benat Construction

2. Address of Headquarters:

200 Church Street

Sulphur Springs, TX 75482

3. Address of Local Office, if different:

4. Date of Current Business Organization (Month/Year): 08/2022

5. Names and Dates of Predecessor Business Organization(s):

Robinson Bennett Construction / March 2012-July 2022

6. Type of Business: Corporation

(i.e. Individual, Partnership, Association, Corporation, etc.)

7. Business Telephone and Fax Number(s):

Phone: 903-440-5680 Fax: 800-772-8963

8. List of Principals, Titles:

Lisa Robinson, Secretary

Kyle Robinson, President

9. Proposer Representative and Contact Information:

Kyle Robinson

469-474-5435 / kyle@rbcbuild.com

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Hopkins County Auditor Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENT IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Hopkins County Auditor, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature: _____



Date: 6/30/2026

Printed Name: Kyle Robinson

RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Hopkins County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Hopkins County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Hopkins County prior to the official opening of this Proposal.

Respondent hereby assigns to Hopkins County 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.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. *Failure to sign and return this form may result in the rejection of the entire Proposal.*

Signature:  Date: 6/30/2026

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name Kyle Robinson Title President

Tel. No. 469-474-5435 Email: kyle@rbcbuild.com

Address: 200 Church St, Sulphur Springs, TX 75482

COMPANY IS:

Business included in a Corporate Income Tax Return? ☐ YES ☒ NO

☒ Corporation organized & existing under the laws of the State of Texas

☐ Partnership consisting of _____

☐ Individual trading as _____

Principal offices are in the city of Sulphur Springs, TX

To: Vendors of Hopkins County, Texas
From: Shannah Aulsbrook, County Auditor
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Hopkins County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Hopkins County Auditor either through RFP return, fax, or email. Please see contact information below.

Shannah Aulsbrook – County Auditor
shannah@hopkinscountytexas.org

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Hopkins County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the offeror agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be sixty (60) calendar days from the date of the bid opening.

STATE OF TEXAS §
COUNTY OF Hopkins §

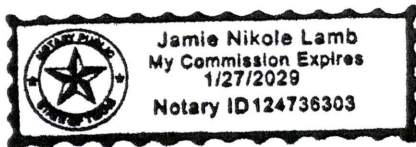
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kyle Robinson, who, after being duly sworn, did depose and say: "I, Kyle Robinson, am a duly authorized officer or agent for Robinson Benat Construction, and have been authorized to execute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

Name and Address of Offeror: Robinson Benat Construction 200 Church St.
Sulphur Springs, TX
75482
Telephone: 469 474 5435

By: Kyle Robinson Title: Owner
(Type or Print Name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 30 day of June, 2024 26.



Jamie Nikole Lamb
Notary Public in and for the State of Texas

NOTE: Proposals not accompanied by this Affidavit will not be considered.

HOPKINS COUNTY, TEXAS
CONSTRUCTION AGREEMENT
Between Owner and Contractor
Hopkins County Jail Outdoor Mezzanine

EXHIBIT B

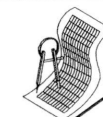
- ## ABBREVIATIONS

- [illegible]

Figure 10.1 shows two graphical scales. The top scale is labeled "SCALE 1" = 1'-0"" and shows a horizontal bar divided into 12 equal segments, with the first segment further divided into 16 smaller segments. The bottom scale is labeled "SCALE 3/16" = 1'-0"" and shows a horizontal bar divided into 16 equal segments, with the first segment further divided into 16 smaller segments.



HOPKINS COUNTY
JAIL MEZZANINES
SULPHUR SPRINGS, TX



DYNAMIC
Engineering
Consultants
PLC

**PROFESSIONAL
ENGINEERING
SERVICES**
717 INDUSTRIAL DRIVE WEST
SULPHUR SPRINGS, TX
75482

TEL: 903-857-5660
E-MAIL: sales@dynamic-engineering.net
WEB: www.dynamic-engineering.net
Faxing: 903-857-1203 x 5-2211

ENGINEERING SEAL 6

	NAME	
DRAWN	GORY CODY	
CHECKED		
ENG APPR.	JV BURNETT	
Q.A.		

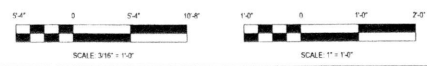
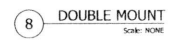
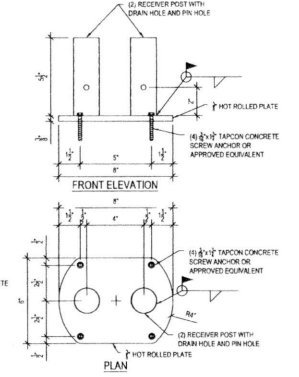
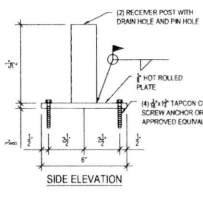
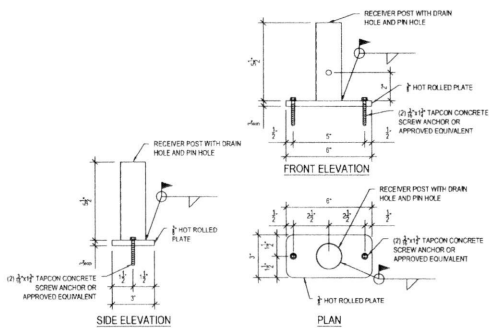
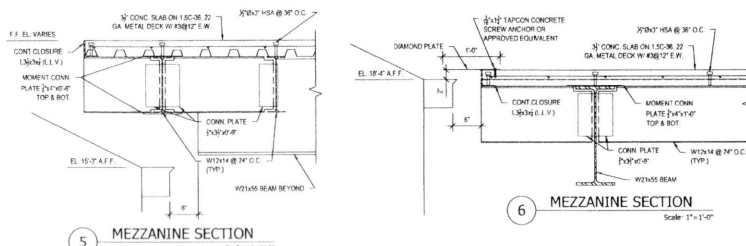
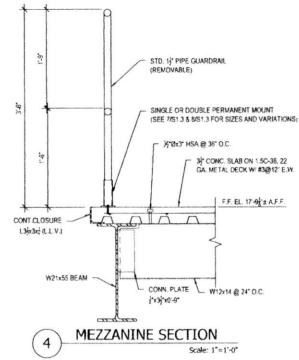
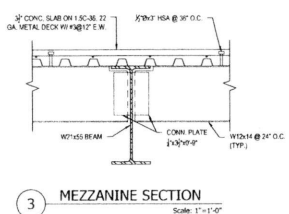
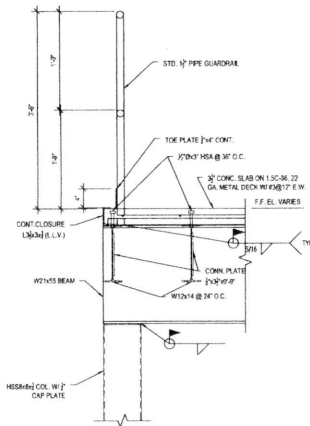
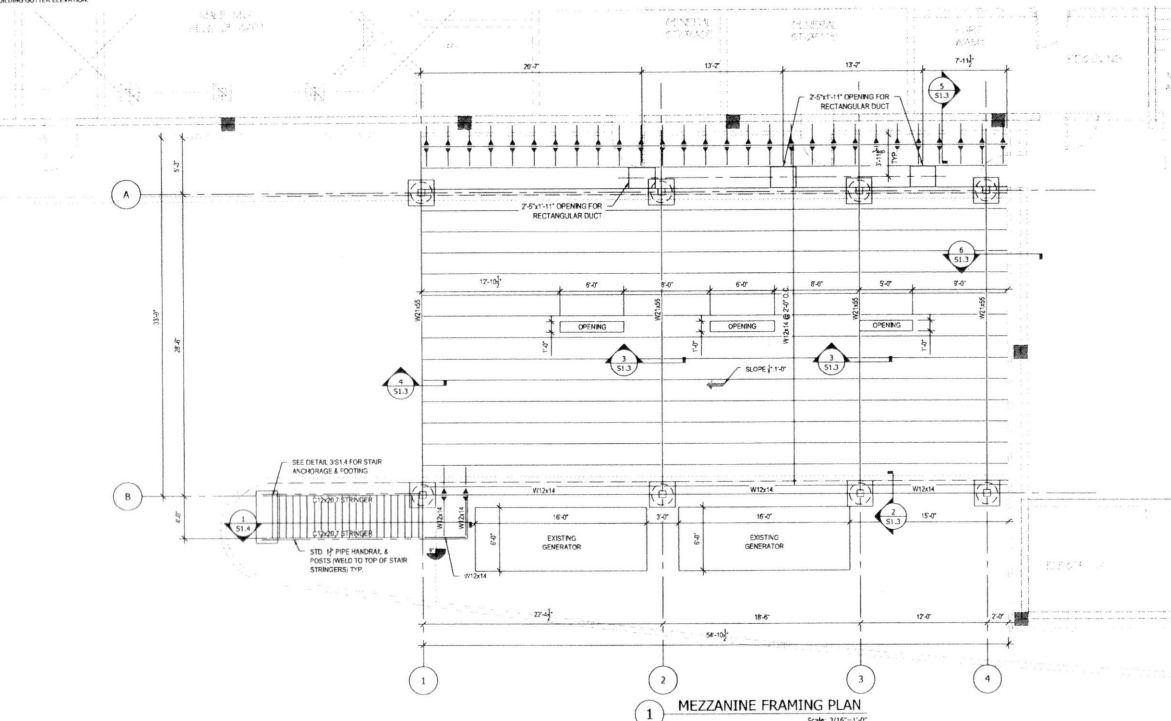
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SALLY PORT MEZZANINE FOOTING PLAN

S1.2

NOTE:
 • DIMENSIONS OF OPENINGS FOR MECHANICAL ARE FOR REFERENCE ONLY. LOCATE ALL OPENINGS AND SIZES PER MECHANICAL PLANS. MECHANICAL ENGINEERING CONSULTANT IS NOT LIABLE FOR THE MECHANICAL OPENINGS, SIZE, AND ORIENTATION.
 • TOP OF MEZZANINE TO BE 7' ABOVE PLAN ELEVATION. BUILDING OUTSIDE ELEVATION.



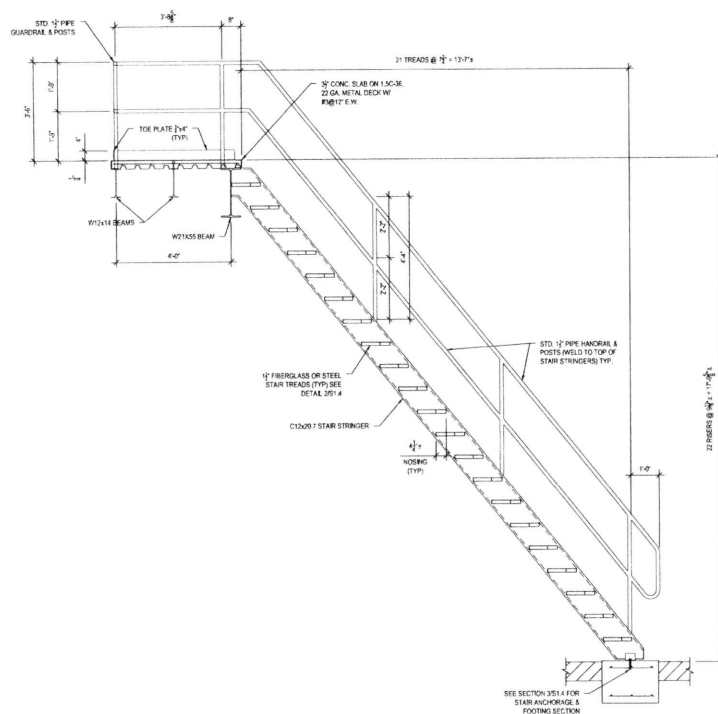
HOPKINS COUNTY
 JAIL MEZZANINES
 SULPHUR SPRINGS, TX

DYNAMIC
 Engineering
 Consultants
 PLLC

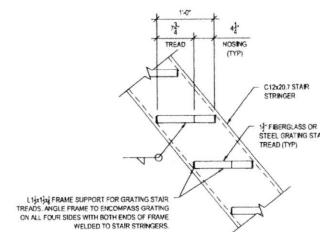
PROFESSIONAL
 ENGINEERING
 SERVICES
 717 INDUSTRIAL DRIVE WEST
 SULPHUR SPRINGS, TX
 75482

ENGINEERING SEAL
 NAME
 CORY CODY
 CHECKED
 J. BURKETT
 ENG APPR.
 O.A.

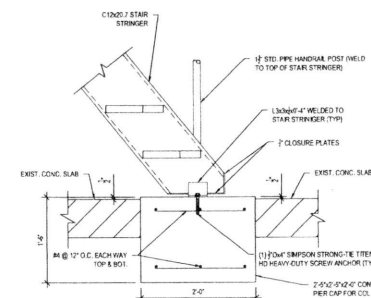
PROJECT # 12244
 SHEET NUMBER S1.3



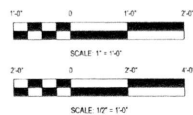
1 STAIR SECTION
Scale: 1/2" = 1'-0"



2 STAIR TREAD DETAIL
Scale: 1" = 1'-0"



3 STAIR BASE FOOTING SECTION
Scale: 1" = 1'-0"



CONSTRUCTION SET 08/2026
ISSUED FOR: DATE:

HOPKINS COUNTY
JAIL MEZZANINES
SULPHUR SPRINGS, TX



DYNAMIC
Engineering
Consultants
PLLC
PROFESSIONAL
ENGINEERING
SERVICES
717 INDUSTRIAL DRIVE WEST
SULPHUR SPRINGS, TX
75482

TEL: 817.460.8000
FAX: 817.460.8001
WWW.DYNAMIC-ENGINEERING.COM
LICENSED PROFESSIONAL ENGINEERS IN TEXAS

ENGINEERING SEAL		
NAME	DATE	
DRAWN: CORY COOK	08/2026	
CHECKED: JIM BARNETT	08/2026	
DESIGNED: J.A.		

PROPRIETARY AND CONFIDENTIAL
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SULLY PORT MEZZANINE STAIR DETAILS
PROJECT # 12344
SHEET NUMBER S1.4