

- (3) Contractor's Understanding of the Scope of Work and Proposed Construction Schedule as provided in Contractor's Response to RFP 23-062 attached hereto as "Exhibit C" and fully incorporated herein.
- (b) Contractor shall have the overall responsibility for the Project and shall provide complete construction services and furnish all personnel, materials, equipment, tools, labor, supervision, utilities, transportation, and other materials or equipment necessary or reasonably inferable to complete the Project or any phase of the Project, in accordance with the County's requirements and terms of this Agreement.
- (c) Any revisions made to the Scope of Work for the Project, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

3. Substantial and Final Completion.

- (a) Time for performance of the Scope of Services for the Project shall begin with Contractor's receipt of Notice to Proceed from County (the "Commencement Date"). Substantial Completion for the Project shall be achieved on or before one hundred twenty four (124) calendar days from the Commencement Date, or within such time as may be extended in writing by County. "Substantial Completion" includes all phases of construction up to and including the Final Inspection as provided in Contractor's Proposed Construction Schedule attached hereto as Exhibit C.
- (b) Final Completion of the Project shall be achieved thirty (30) calendar days from the date Substantial Completion is achieved, or within such time as may be extended in writing by County. Final Completion shall include the completion of the Final Clean and all Closeout items included on Contractor's Proposed Construction Schedule attached hereto as Exhibit C. County, in its sole discretion and satisfaction, shall determine if the Project has achieved Final Completion. Upon written request by County, Contractor shall promptly correct any work County reasonably deems defective at Contractor's sole cost and expense, unless County specifically agrees in writing to accept such work.
- (c) Final Acceptance of the Project shall occur upon County's determination that Final Completion has been achieved and all documents and affidavits required for Contractor's Application for Final Payment have been reviewed and approved by County.

4. **Liquidated Damages.** Contractor understands and agrees that the timeframes set forth in Section 3 of this Agreement are an essential element of this Agreement. For each consecutive calendar day that the Project has not achieved Substantial Completion within the time frame provided in this Agreement, County may deduct the amount of two hundred fifty dollars (\$250) per day from any money due or that becomes due to Contractor, not as a penalty but as liquidated damages representing the Parties' estimate of the damages that County will incur for late Substantial Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.
5. **Compensation and Payment Terms.**
- (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Contractor's Proposal attached hereto as Exhibit A and incorporated by reference for all intents and purposes. The Maximum Compensation to Contractor for the Services performed under this Agreement is One Million Six Hundred Fifty Seven Thousand Ninety Five and 00/100 Dollars (\$1,657,095.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Contractor's Proposal.
 - (c) All performance of the Scope of Services by Contractor, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
 - (d) Contractor shall submit all "Applications for Payment" for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10th) day of each calendar month during the progress of the Project. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:
 - (1) A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Contractor certifying the following:

- a. The proportionate part of the Services described in such Application for Payment has been performed;
 - b. Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;
 - c. There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;
 - d. All due and payable bills with respect to the Project have been paid to date or are included in the amount requested in the current Application for Payment, and
 - e. Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.
- (2) A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by Contractor with a statement certifying those matters set forth in Sections 5(d)(1)a through 5(d)(1)e above certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.
- (3) An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which County or Contractor might be responsible or encumbered (less amounts withheld by Contractor) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in Section 53.085 of the Texas Property Code Section.
- (4) Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon Final Acceptance of the Project and verification of satisfactory work performed, unless grounds exist for withholding

payment on account of other defaults by Contractor, including any work or Services provided by its sub-contractors.

- (5) Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Contractor upon the date of Substantial Completion.
- (6) At any time following Final Completion of the Project, Contractor shall submit an Application for Final Payment, including all sums held as Retainage, to County for review and approval. Contractor's Application for Final Payment shall also include final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates (including a Final Certificate of Occupancy), and all other items required by this Agreement. Contractor shall further include in such Application a Consent of Surety to Final Payment, a Lien Waiver or Affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full. Said Lien Waiver or Affidavit must be in a form and substance sufficient as a matter of law to dissolve all liens or claims of liens for materials supplied or labor or service performed in connection with the Project.
- (7) Upon approval of Contractor's Final Application, County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after Final Acceptance of the Project by County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. Contractor understands and agrees that County is entitled to rely on such Affidavit(s) submitted by Contractor hereunder and may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in such Affidavit(s).
- (8) Notwithstanding the foregoing, County may deduct from the Final Payment all sums for Liquidated Damages as provided in Section 4 of this Agreement.
- (e) Upon Final Payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to the terms of this Agreement, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.



6. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 2 above is One Million Six Hundred Fifty Seven Thousand Ninety Five and 00/100 Dollars (\$1,657,095.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million Six Hundred Fifty Seven Thousand Ninety Five and 00/100 Dollars (\$1,657,095.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Six Hundred Fifty Seven Thousand Ninety Five and 00/100 Dollars (\$1,657,095.00).
7. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
8. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
9. **Bonds.** Pursuant to Section 2253.021 of the Texas Government Code, Contractor shall provide a Performance Bond and Payment Bond to County. The Performance Bond shall be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Agreement. The Payment bond shall also be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Agreement.
10. **Insurance.**
 - (a) Prior to commencement of any work for the Project, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time the Project

commences until Final Acceptance of the Project by County and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (4) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
 - (c) If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Agreement is completed.
 - (d) Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
 - (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

- (f) Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.
- (g) Worker's Compensation Insurance Coverage: In the event Contractor employs any individual to perform any portion of work for the Project, Contractor shall certify in writing to County that Contractor provides Worker's Compensation Insurance coverage for each employee of Contractor employed on the Project pursuant to Section 406.096 of the Texas Labor Code. Contractor shall also ensure that each subcontractor on the Project shall provide such certification relating to coverage of the subcontractor's employees to Contractor, who shall provide the subcontractor's written certification to County.
- (h) Builders Risk Insurance (all risks): At all times until Final Acceptance of the Project by County, Contractor shall procure and maintain in full force and effect a policy of Builder's Risk Insurance specified as follows:
- (1) The policy shall provide coverage for "all risks" in amount equal to one hundred percent (100%) of the total cost of the Project.
 - (2) The policy shall provide coverage for "all risks" of direct physical loss or damage to all property, materials, equipment, and supplies for the Project, or any portions thereof, whether owned by Contractor or subcontractors of every tier, in which one or more of same has an insurable interest.
 - (3) The Policy shall cover the insurable value of all property, materials, equipment, and supplies at risk and shall contain a waiver of subrogation in favor of Contractor, subcontractors of any tier, and County for any loss or damage sustained during the term of this Agreement.
 - (4) Coverage shall include transit and storage in an amount sufficient to protect the property, materials, equipment, and supplies being transported or stored for the Project.
 - (5) The policy shall be issued in the name of Contractor and shall name County as an additional insured.
 - (6) All Builder's Risk Insurance proceeds shall be paid directly to Contractor.

- (i) Loss Deduction Clause: County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of any insurance deductibles shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

11. **Indemnity.**

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL ACCEPTANCE, IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, CAUSED BY OR RESULTING FROM THE ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR BY ANY PERSON EMPLOYED BY CONTRACTOR, OR CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.

CONTRACTOR SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY IF COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED CONTRACTOR TO PERFORM THE WORK FOR THE PROJECT UNDER THIS AGREEMENT.

CONTRACTOR SHALL FURTHER CAUSE ALL TRADE CONTRACTORS OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION AND/OR INSTALLATION WORK FOR THE PROJECT UNDER THIS AGREEMENT TO AGREE TO INDEMNIFY COUNTY AND TO HOLD IT HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH

CONTRACTOR'S OR SUBCONTRACTOR'S ACTIVITIES FOR THE PROJECT. SUCH PROVISIONS SHALL BE IN A FORM ACCEPTABLE TO COUNTY.

CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR THE PROJECT AS PROVIDED IN SECTION 10 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AND MEMBERS OF COMMISSIONERS COURT AS AN ADDITIONAL INSURED. ADDITIONALLY, SUCH PROCUREMENT AND MAINTENANCE OF INSURANCE BY CONTRACTOR SHALL NOT LIMIT THE LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT.

12. **Duty to Report and Defend.** Contractor shall timely report to County all such matters arising under Section 11 of this Agreement. Upon the receipt of any claim, demand, suit, action, proceeding, lien, or judgment, and no later than the fifteenth day of each month, Contractor shall provide County with a written report on each matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter, and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter. In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien, or judgment appears to have been caused by or appears to have arisen out of or in connection with the acts or omissions of Contractor, Contractor shall, nevertheless, fully defend such claim, demand, suit, action, proceeding, lien, or judgment until and unless there is a determination by a court of competent jurisdiction that said acts and/or omissions of Contractor are not at issue in the matter.
13. **Iron or Steel Products.** Pursuant to Section 2252.202 of the Texas Government Code, any iron or steel products produced through a manufacturing process and used for the Project must be produced in the United States unless County determines that such iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality, or will increase the total cost of the Project by more than 20%, or is inconsistent with the public interest.
14. **Right to Prevailing Wage.** Pursuant to Chapter 2258 of the Texas Government Code, all persons employed by Contractor or a subcontractor under this Agreement shall be compensated at not less than the rates provided in "Exhibit D" attached hereto and fully incorporated herein. Contractor shall keep records showing: (1) the name and occupation of each worker employed for the Project, and (2) actual per diem wages paid to each worker employed for the Project. Contractor shall require all subcontractors to keep the same records. Contractor shall further pay County sixty (\$60.00) for each person employed by Contractor for the Project for each calendar day, or any portion of the day, that such employee is paid less than the prevailing wages provided on Exhibit D.

15. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Contractor shall be responsible for and acquire all permits for the Project required by law.
17. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
18. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
19. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
20. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing work or services for the Project pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Project.

When performing any work or services on-site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

21. **Confidential and Proprietary Information.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or

indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

22. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on request.
23. **Inspection of Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
24. **Termination.**
 - (a) Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice to Contractor.
 - (b) Termination for Default - County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (1) If Contractor fails to perform any portion of the Scope of Work under Section 2 above within the timeframe(s) provided under this Agreement.
 - (2) If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other



provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

- (3) If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the County in accordance with this Agreement.
 - (c) Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for such work provided by Contractor under this Agreement prior to its termination and which has not been previously presented for payment by Contractor to County.
 - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.
25. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days, the Party whose obligations are affected thereby (the "Affected Party") shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

26. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.

27. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
28. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
29. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Facilities Management and Planning
Attn: Facilities Director
301 Jackson Street,
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Contractor: Crain Group, LLC
3801 Knapp Rd
Pearland, Texas 77581

Within ten (10) calendar days of the Effective Date of this Agreement, Contractor shall designate in writing a representative to be County's primary contact during the term of this Agreement and such representative shall be available as required for the benefit of the Project and County.

30. **Performance Representation.**
- (a) Contractor represents to County that Contractor has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the work provided hereunder will be performed and delivered in accordance with the highest professional standards.

- (b) Contractor warrants to County that materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by in writing by County. Contractor further warrants that the construction for the Project will be free from material faults and defects and, will materially conform to all requirements and specifications contained in the attached Exhibits A, B, and C and the terms of this Agreement.
31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
33. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
34. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
35. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
36. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.

37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to

authenticate this writing and shall have the same force and effect as the use of manual signatures.

41. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

A handwritten signature or mark, possibly a stylized 'B' or 'P', located in the bottom right corner of the page.

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

CRAIN GROUP, LLC

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

James Knight, Director
Facilities Management and Planning

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

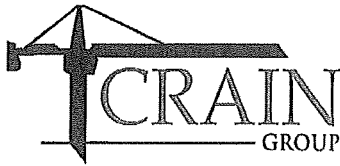
Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Contractor's September 1, 2023 Construction Proposal Follows Behind)

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September 1, 2023

Via email

james.knight@fortbendcountytexas.gov

Mr. James Knight
Director of Facilities Management & Planning
Fort Bend County
301 Jackson Street, Suite 301
Richmond, Texas 77469

Re: RFP 23-062 Fort Bend County Fulshear Annex Renovation; Construction Proposal

Mr. Knight:

Pursuant to the County's August 22, 2023 order to enter into negotiations for the above captioned project we are very pleased to present this construction proposal for review and approval. As stated in our July 25, 2023 response to the RFP, this project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in constructing renovation projects, and to continue our successful working relationship with the County.

After careful review and coordination of the design intent with County staff, Crain Group solicited and received competitive subcontractor and material supplier proposals for the requested work indicated in the construction documents. Crain Group then reviewed and tabulated each proposal to derive the Guaranteed Maximum Proposal as further described. As such, we hereby propose our construction services to not exceed **One Million Six Hundred Fifty-Seven Thousand Ninety-Five Dollars (\$1,657,095)**. Our services include: project general conditions, field engineering, site utilities (fire line), landscaping/irrigation allowance, concrete, stucco, insulation, millwork, countertops, doors/frames/hardware, glass/glazing, framing, drywall, acoustical ceilings, flooring, painting, signage, toilet, specialties, plumbing, HVAC systems, electrical systems, insurance, performance and payment bonds, and contractor fee. A detailed estimate is attached hereto.

Our proposed construction services fully correspond with the approved negotiated items, the project requirements, and construction documents. This proposal considers a 150-calendar day construction schedule, starting from the later of the issuance of the "Notice to Proceed" and receipt of the building permit.

We thank you for the continued support and opportunity to be of service for this project. We are ready to start construction activities immediately upon authorization. We're confident we will provide the required services with the highest level of quality you expect and deserve.

If we can provide additional information or answer any question you may have, please do not hesitate to call.

Sincerely,

John Green
Executive Vice President

Attachment:
9.1.23 GMP Estimate w/ Negotiated Items



GUARANTEED MAXIMUM PRICE ESTIMATE

PROJECT:

9/1/2023

Fort Bend County Fulshear Annex Renovation
3840 Bamore Road
Rosenberg, Texas 77471-5710

PROJECT SIZE:

10,400 SF Bldg Area

DESCRIPTION	QTY	UNIT	UNIT RATE	SUBTOTAL	DIVISION TOTAL
General Conditions					\$113,180
Supervision	5	mos			
Project Management @ 50%	5	mos			
Project Coordinator @ 25%	5	mos			
Temporary Protection	1	ls			
Temporary Power	Use Exist	Use Exist			
Temporary Water	Use Exist	Use Exist			
Temporary Phone	5	mos			
Temporary Toilet	5	mos			
Permanent Power	Use Exist	Use Exist			
General Labor	5	mos			
Punch list	1	ls			
Field Office Supplies	1	ls			
Travel Expense	5	mos			
Job Signs	1	ls			
Blue Prints	1	ls			
Building Permit	1	ls			
Impact Fees	by Owner	by Owner			
Material Testing	by Owner	by Owner			
Utility Fees, Impact Fees, Reservation Fees	by Owner	by Owner			
Construction Dumpster	25	ea			
Final Clean	1	ls			
Site Work					\$115,050
Field Engineering	1	ls			
SWPPP	1	ls			
Demolition	1	ls			
Site Fire Line/Vault	1	ls			
Pavement Marking	1	ls			
Pressure Wash Pavement	1	ls			
Hydromulch	1	ls			
Landscaping Allowance	1	ls	40,000.00	40,000.00	
Concrete					\$22,130
Sawcut / Remove / Hauloff (491lf/508sf)	1	ls			
Concrete - Pourback (500sf)	1	ls			
Concrete - Judge Bench (250sf)	1	ls			
Concrete - Sidewalk (165sf)	1	ls			
Additional parking spaces	1	ls	9,980.00	9,980.00	
Masonry					\$4,000
Stucco - incl columns at front	1	ls			

73

Metals			\$2,500
Misc. Steel Hardware	1	ls	
Woods and Plastics			\$109,747
Rough Carpentry / Blocking	1	ls	
Sheathing at Front Columns	1	ls	
Handrails at Courtroom	38	lf	
Millwork	1	ls	
Solid Surface	1	ls	
Thermal/Moisture Protection			\$34,553
Waterproofing at new Windows	1	ls	
Waterproofing at front columns	1	ls	
Seal Existing Roof Penetrations	1	ls	
Roof Insulation - R38 Wired to Structure	1	ls	
Glass and Glazing			\$53,000
Glass and Glazing	1	ls	
Transaction Windows	1	ls	
Mirrors	1	ls	
Doors/Frames/Hardware			\$71,982
Doors/Frames/Hardware	1	ls	
Doors/Frames/Hardware Install	1	ls	
Finishes			\$393,800
Drywall/Framing	1	ls	
Acoustical Ceiling	1	ls	
FRP	1	ls	
Resilient Flooring	1	ls	
Carpeting	1	ls	
Sealed Concrete	1	ls	
4" Cove Base	1	ls	
Misc Flooring	1	ls	
Wall/Floor Tile	1	ls	
Minor Floor Prep Allowance	200	ls	
Staining of Wood at Court 103A	1	ls	
Painting	1	ls	
Specialties			\$61,395
Fire Extinguishers/Cabinets	1	ls	
Toilet Partitions	1	ls	
Toilet Accessories	1	ls	
Allowance#1 Int/Ext Signage	1	ls	
Knox Box (2)	1	ls	
Furnishings			\$0
Blinds/Shades	NIC	NIC	
Appliances	NIC	NIC	
Conveying Systems			\$0
Plumbing Systems			\$72,800
Plumbing	1	ls	
Fire Sprinkler System			\$47,000
Fire Sprinkler	1	ls	
HVAC Systems			\$34,551
HVAC	1	ls	
Certified Test and Balance	1	ls	
Louver (1-4'6"x1')	1	ls	
Electrical			\$239,739
Electrical Systems	1	ls	
Credit to resuse existing lights in lobby and court	1	ls	-10,184.00

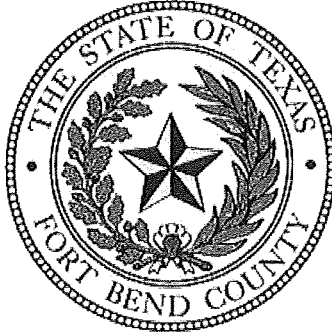
Lightning Protection	1	Is		
7.5KW NG Generator	1	Is		
Data/Cabling	1	Is	53,022.48	53,022.48
AV/Security/Access Control	NIC	NIC		
Fire Alarm Systems				\$14,183
Fire Alarm	1	Is		
Subtotal			1,389,610.48	\$1,389,610
Construction Fee		7.00%		\$97,273
Owner Contingency		10.00%		\$138,961
Performance & Payment Bond				\$20,050
General Liability & Builders Risk				\$11,200
GRAND TOTAL				\$1,657,095
Cost/SF				\$159

EXHIBIT B

(RFP 23-062 Follows Behind)

A handwritten signature or set of initials, possibly 'PS', located in the bottom right corner of the page.

*Fort Bend County, Texas
Request for Proposals*



*Construction of Fulshear Annex Renovation
for Fort Bend County
RFP 23-062*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

SUBMIT NO LATER THAN:

Tuesday, July 25, 2023
2:00 PM (Central)

MARK ENVELOPE:

RFP 23-062
Precinct 3 Annex

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

**ALL SUBMITTALS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.**

SUBMITTALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES PUBLICLY READ.

SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 6/20/2023
Issued: 7/2/2023

JS

1.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the "County") seeks Proposals ("Proposals or RFP") for selection of a Contractor ("Respondent") to complete the construction renovations of the Fulshear Annex ("Project"), located at 8100 FM 359, Fulshear, Texas 77441.

Vendor is to renovate an existing 10,400 square foot library building constructed in 1998 for reuse as a new Justice of the Peace Annex location in Fulshear, Texas. Scope is to include light demolition of interior finishes. New construction will consist of interior finishes to include, but not limited to painted drywall, carpet and vinyl tile flooring, new ceiling grid, tile and light fixtures, as well as modifications to the HVAC and electrical systems. A new fire sprinkler system will be added to the facility. There is no site work involved with this scope.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these

instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytexas.gov
Phone: 281.341-3724

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal is required by RFP opening time of 2:00 PM on Tuesday, July 25, 2023. Four (4) paper copies and one (1) electronic response on flash drive are required to be submitted to Purchasing by 9:00 AM on Wednesday, July 26, 2023. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R23-062
Purchasing Department	Due Date: July 25, 2023
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Fulshear Annex Renovations

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal

not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is **Tuesday, July 18, 2023 at 10:00 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	July 2, 2023
Pre-RFP conference:	July 11, 2023, 9am (CST)
Deadline for Questions:	July 18, 2023
Submission Due Date:	July 25, 2023
Evaluation of Submissions:	Week of July 31st
Commissioners Court Permission to Negotiate:	August 8, 2023
Negotiations:	Beginning August 8, 2023
Final Contract Approval Commissioners Court:	September 12, 2023

9.0 PRE-RFP CONFERENCE:

A Pre-RFP conference will be conducted on **Tuesday, July 11, 2023 at 9:00 AM** (central). The pre-RFP conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All vendors are encouraged to attend. A site visit will be conducted after the conference, if necessary.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

19.0 PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

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

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Fort Bend County.

21.2.2 Identification number use: RFP 23-062

21.2.3 Description is: Fulshear Annex Renovations

21.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 22.5 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent

and/or trade contractor providing such insurance.

24.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20230247 05/05/2023

Superseded General Decision Number: TX20220247

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	05/05/2023

ASBE0022-009 06/01/2022	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 26.88	15.41
BOIL0074-003 01/01/2021 BOILERMAKER	\$ 29.47	24.10
CARP0551-008 04/01/2021 CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/30/2021 ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 33.20	10.37
* ELEV0031-003 01/01/2023 ELEVATOR MECHANIC	\$ 49.15	37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
IRON0084-002 06/01/2022 IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 26.76	7.88
PLAS0783-001 04/01/2021 PLASTERER	\$ 26.04	9.02

*PLUM0068-002 10/01/2022

PLUMBER	\$ 37.83	11.71
*PLUM0211-010 10/01/2022		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.03	12.66
SHEE0054-003 04/01/2020		
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
*SUTX2014-023 07/21/2014		
ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36**	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82**	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87**	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87**	0.73
IRONWORKER, REINFORCING	\$ 12.10**	0.00
LABORER: Common or General	\$ 10.79**	0.00
LABORER: Mason Tender – Brick	\$ 13.37**	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50**	0.00
LABORER: Pipelayer	\$ 12.94**	0.00
LABORER: Roof Tearoff	\$ 11.28**	0.00

LABORER: Landscape and Irrigation	\$ 9.49**	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10**	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93**	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64**	0.00
OPERATOR: Grader/Blade	\$ 13.37**	0.00
OPERATOR: Loader	\$ 13.55**	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03**	0.00
OPERATOR: Roller	\$ 16.00**	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40**	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00**	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00**	0.00
TILE SETTER	\$ 16.17**	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95**	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39**	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57

TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50**	0.00
TRUCK DRIVER: Water Truck	\$ 12.00**	4.11
WATERPROOFER	\$ 14.39**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

25.0 PERMITS:

It shall be the sole responsibility of the successful Respondent to obtain any required permits in the name of Fort Bend County.

26.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

27.0 NAME BRANDS:

Name Brands: Specifications may reference name brands and model numbers. It is not the

intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

28.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 28.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Cost
2	Understanding Scope of Work
3	Firm's Experience
4	Staff Experience
5	Proposed Schedule
6	Overall Completeness of Proposal

- 28.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

- 28.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

- 28.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1
Cost (weight factor = 45%)

- Complete Exhibit I.

Tab 2

Understanding Scope of Work (weight factor = 15%)

- Respondents must express, in detail, their understanding of this specific project. In addition, describe how the project requested will be provided and managed. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Tab 3

Firm's Experience (weight factor = 15%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing general contracting services regarding renovations for similar facilities. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, detailed description of project, completion date, final cost, the client, and a contact person and phone number.

Tab 4

Staff Experience (weight factor = 10%)

- Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing project management and construction services regarding renovations for similar facilities. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, the client, and a contact person and phone number and completion date. In addition, provide resumes for project superintendent and project manager who will be assigned to this project.

Tab 5

Proposed Schedule (weight factor = 10%)

- Provide project schedule.

Tab 6

Overall Completeness of Proposal (weight factor = 5%)

- Required Proof of Insurance
- Completed Respondent forms
- Completed W9 form

- Completed debt form
- Completed Contractor Acknowledgement of Stormwater Management Program form

29.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

30.0 RETAINAGE:

Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon final completion of the entire Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including services provided by its sub-contractors.

31.0 LIQUIDATED DAMAGES:

If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

32. STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 32.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 32.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

33.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

34.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

34.1 Vendor Form

34.2 W9 Form

34.3 Tax Form/Debt/Residence Certification

34.4 Contractor Acknowledgement of Stormwater Management Program

35.0 EXHIBIT:

Exhibit I: Pricing

Exhibit II: Project Manual

Exhibit III: Plans

EXHIBIT C

(Contractor's Understanding of the Scope of Work
and Proposed Construction Schedule Follows Behind)

A handwritten signature or mark, possibly a stylized 'B' or a cursive name, located in the bottom right corner of the page.

UNDERSTANDING SCOPE OF WORK

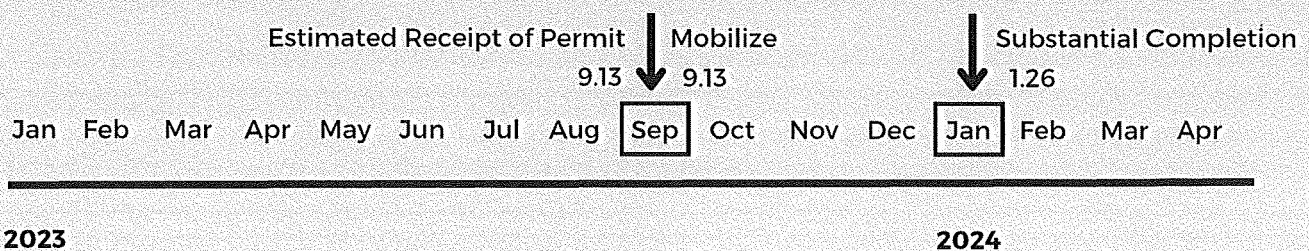
After careful review of the published request for proposal and in consideration of Crain Group's vast experience in working with Fort Bend County we feel that not only are we qualified for the services requested, but also have a full understanding of the project requirements. One key benefit in utilizing Crain Group for this project is that we have extensive project experience with the County, similar governmental agencies, and private sector customers constructing interior renovation projects. These projects have allowed us the continued opportunity to have a better understanding of the needs and satisfying the expectations of Fort Bend County.

The new facility, located at 8100 FM 359 in Fulshear, Texas, will renovate the existing Fulshear Library into a new Justice of the Peace Facility. The 10,400sf facility will have exterior work including a new fire line and vault for a new fire Protection system, along with hydro-mulch, and striping at the parking lot. The interior of the structure will have renovations to the existing restrooms, and demolition of the existing space to prepare for a new interior finish-out that will generally consist of new insulation at the roof throughout; new office and exam spaces, along with a new Court Room and County Offices, added single stall restrooms, break room, filing and storage spaces. The interior finishes include carpet, LVT, and tile, with acoustical ceiling tile throughout. The mechanical system will include an added dx unit, reuse of existing units and modifications to, as well as new ductwork. Electrical scope includes modifications to existing service for a new backup 7.5kw natural gas generator, as well as new lighting and outlets. Although this facility is being constructed on an existing site, it is in close proximity to a residential neighborhood, therefore careful logistic planning will be required to avoid disruptions to the general public near the site. A key benefit in providing adequate communication will be our Crain Group standard bi-monthly progress meetings to establish communication hierarchy and document project needs/requests to ensure timely completion of necessary tasks. Each meeting agenda will include, at a minimum, the current state of the project, time-sensitive matters, request for information and submittal tracking, along with our detailed two-week look ahead schedule based off the critical path schedule. Each meeting will provide insight on the project status and will assist in coordination required between the parties to maintain the project schedule.

Our first course of action once the "Notice to Proceed" is issued will be to submit noticed with the State for demolition of the existing space. During this Notice Period, we will mobilize to the site and release the long lead items for the project, including millwork shop drawings, fire protection deferred submittals, and the 7.5KW generator, along with procuring all the subcontractors and suppliers to begin the submittal approval process, with an immediate focus on mechanical, electrical and plumbing, and special finishes to not hinder the critical path schedule. We will proactively coordinate review meetings with the County and design team of key components to the facility to allow for adequate review time that will ensure the accuracy of the material selection and installation, avoid potential conflicts, and give ample fabrication time for a higher quality finish.

Once the demolition has been completed, we will then focus on completing the new pinned-in insulation at the roof deck and the MEP infrastructure followed by installing the interior framing and building finishes; in conjunction with the exterior fire line, work at the front columns and restriping the parking lot. With our prior collaboration and resolution of product submittal approvals, our schedule will not be hindered during this phase of construction. With that, we anticipate the total project schedule to be 4 months starting from the "Notice to Proceed" to "Substantial Completion".

The requirements for this project are clear and concise and provide adequate information for us to "hit the ground running" once selected for this project. Our track record to provide the County quality customer service, competitively priced and on-time delivery exemplifies our commitment to a partnership approach on another successful project.



ID	Task Name	Duration	Start	Finish	Predecessors	
1	FBC Fulshear Annex	124 days	Wed 9/13/23	Mon 3/4/24		
2	Milestones	95 days	Wed 9/13/23	Tue 1/23/24		
3	Estimated Receipt of Permit	0 days	Wed 9/13/23	Wed 9/13/23		
4	NTP	0 days	Wed 9/13/23	Wed 9/13/23		
5	Mobilize	5 days	Wed 9/13/23	Tue 9/19/23		
6	Substantial Completion	0 days	Thu 1/18/24	Thu 1/18/24		
7	Certificate of Occupancy	0 days	Tue 1/23/24	Tue 1/23/24		
8	Stework	62 days	Wed 9/13/23	Thu 12/7/23		
9	Deferred Submittal for Fire Line/Sprinkler	40 days	Wed 9/13/23	Tue 11/7/23		
10	New Sidewalk	3 days	Wed 10/11/23	Fri 10/13/23		
11	Install New Fireline to Building	15 days	Wed 11/8/23	Tue 11/28/23		
12	Tie-in Fireline	5 days	Wed 11/29/23	Tue 12/5/23		
13	Refinish Exterior Storefront	5 days	Mon 11/6/23	Fri 11/10/23		
14	Rework Granite Columns at East Side	5 days	Mon 11/13/23	Fri 11/17/23		
15	Refinish Exterior at Old Signs / Monument	3 days	Mon 11/20/23	Wed 11/22/23		
16	Hydromulch	2 days	Wed 12/6/23	Thu 12/7/23		
17	Stripping	2 days	Wed 12/6/23	Thu 12/7/23		
18	Construction	87 days	Wed 9/20/23	Thu 1/18/24		
19	Demo/Sawcut	10 days	Wed 9/20/23	Tue 10/3/23		
20	Install In-Ground Plumbing	5 days	Wed 10/4/23	Tue 10/10/23		
21	Concrete Pourback	3 days	Wed 10/11/23	Fri 10/13/23		
22	Concrete at Courtyard	3 days	Wed 10/11/23	Fri 10/13/23		
23	Frame/One Side Partitions	15 days	Mon 10/16/23	Fri 11/9/23		
24	Install New Windows	5 days	Mon 11/6/23	Fri 11/10/23		
25	MEP Wall Rough-in	5 days	Mon 11/6/23	Fri 11/10/23		
26	Rough-in Fire Protection	10 days	Wed 11/8/23	Tue 11/21/23		
27	Two Side/Finish Partitions	10 days	Mon 11/13/23	Fri 11/24/23		
28	Install Lighting/Diffusers	5 days	Mon 11/27/23	Fri 12/1/23		
29	Install Tile at Restrooms	7 days	Mon 11/27/23	Tue 12/5/23		
30	Prime/Paint Partitions	7 days	Mon 12/4/23	Tue 12/12/23		
31	MEP Trim Out	7 days	Wed 12/6/23	Thu 12/14/23		
32	Fire Protection Trimout	5 days	Fri 12/8/23	Thu 12/14/23		
33	Install Flooring	5 days	Fri 12/15/23	Thu 12/21/23		
34	Owner Data Trimout	5 days	Fri 12/15/23	Thu 12/21/23		
35	Install Doors & Hardware	3 days	Fri 12/22/23	Tue 12/26/23		
36	Install Millwork	10 days	Fri 12/22/23	Thu 1/4/24		
37	Final Paint	5 days	Wed 12/27/23	Tue 1/2/24		
38	Install Accessories/Partitions	2 days	Wed 1/3/24	Thu 1/4/24		
39	Install OFC Items	5 days	Fri 1/5/24	Thu 1/11/24		
40	Final Clean	2 days	Fri 1/12/24	Mon 1/15/24		
41	Final Inspections	5 days	Fri 1/12/24	Thu 1/18/24		
42	Closeout	32 days	Fri 1/19/24	Mon 3/4/24		
43	Owner/Arch Punchlist	2 days	Fri 1/19/24	Mon 1/22/24		
44	Deliver Owner Closeout	30 days	Tue 1/23/24	Mon 3/4/24		
45	Complete Owner Punchlist	5 days	Tue 1/23/24	Mon 1/29/24		
46	Project Completion	0 days	Mon 1/29/24	Mon 1/29/24		

July August September October November December January February March April May
6/25 7/21 7/29 7/26/28/30 8/6 8/30/20/27 9/3 9/20/27/29/24/10/10/8/10/20/23/1/5/11/21/24/27/21/22/24/21/17/11/14/12/11/28/24/21/12/18/22/5 3/3 3/10/3/17/3/26/31/4/7/14/14/21/4/28 5/5

Estimated Receipt of Permit ♦ 9/13
NTP ♦ 9/13
Mobilize
Milestones

Substantial Completion ♦ 1/18
Certificate of Occupancy ♦ 1/23
Stework

Deferred Submittal for Fire Line/Sprinkler
New Sidewalk

Install New Fireline to Building
Tie-in Fireline
Refinish Exterior Storefront
Rework Granite Columns at East Side
Refinish Exterior at Old Signs / Monument
Hydromulch
Stripping

Construction
Demo/Sawcut
Install In-Ground Plumbing
Concrete Pourback
Concrete at Courtyard

Frame/One Side Partitions
Install New Windows
MEP Wall Rough-in
Rough-in Fire Protection
Two Side/Finish Partitions

Install Lighting/Diffusers
Install Tile at Restrooms
Prime/Paint Partitions
MEP Trim Out
Fire Protection Trimout
Install Flooring
Owner Data Trimout

Install Doors & Hardware
Install Millwork
Final Paint
Install Accessories/Partitions
Install OFC Items
Final Clean
Final Inspections

Closeout
Owner/Arch Punchlist
Deliver Owner Closeout
Complete Owner Punchlist
Project Completion ♦ 1/29



FBC Fulshear Annex Renovation
Preliminary Schedule

Mon 7/24/23

Handwritten signature

EXHIBIT D

(Prevailing Wage Rates Follow Behind)



"General Decision Number: TX20230247 05/05/2023

Superseded General Decision Number: TX20220247

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	05/05/2023

ASBE0022-009 06/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 26.88	15.41

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

CARP0551-008 04/01/2021

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation,Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 25.86	9.08

ELEC0716-005 08/30/2021

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 33.20	10.37

ELEV0031-003 01/01/2023



	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.15	37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

 ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Cranes.....	\$ 34.85	9.85

 IRON0084-002 06/01/2022

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND		
STRUCTURAL).....	\$ 26.76	7.88

 PLAS0783-001 04/01/2021

	Rates	Fringes
PLASTERER.....	\$ 26.04	9.02

 PLUM0068-002 10/01/2022

	Rates	Fringes
PLUMBER.....	\$ 37.83	11.71

 * PLUM0211-010 10/01/2022

	Rates	Fringes
PIPEFITTER (Including HVAC		
Pipe Installation).....	\$ 38.03	12.66

 SHEE0054-003 04/01/2020

	Rates	Fringes
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SHEET METAL WORKER (Excludes
HVAC Duct and Unit

Installation).....\$ 29.70 13.85

* SUTX2014-023 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41	3.98
BRICKLAYER.....	\$ 19.86	0.00
CAULKER.....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.82 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 18.00	1.68
FLOOR LAYER: Carpet.....	\$ 20.00	0.00
FORM WORKER.....	\$ 11.87 **	0.00
GLAZIER.....	\$ 19.12	4.41
INSULATOR - BATT.....	\$ 14.87 **	0.73
IRONWORKER, REINFORCING.....	\$ 12.10 **	0.00
LABORER: Common or General.....	\$ 10.79 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.50 **	0.00
LABORER: Pipelayer.....	\$ 12.94 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and		

Irrigation.....	\$ 9.49 **	0.00
LATHER.....	\$ 19.73	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 20.77	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.64 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 16.00 **	0.00
PAINTER (Brush, Roller and		
Spray), Excludes Drywall		
Finishing/Taping.....	\$ 16.77	4.51
ROOFER.....	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct		
Installation Only).....	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit		
Installation Only).....	\$ 16.00 **	1.61
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 22.17	9.70
TILE FINISHER.....	\$ 12.00 **	0.00
TILE SETTER.....	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle		
Truck.....	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18

TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11
WATERPROOFER.....\$ 14.39 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

PS

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

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(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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