

STATE OF TEXAS               §  
   §  
COUNTY OF FORT BEND §

**AGREEMENT FOR DESIGN/BUILD FOR NORTH ANNEX PARKING EXPANSION  
(DESIGN PHASE)  
RFQ 24-024**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and **APEX Consulting Group, Inc.**, (hereinafter “ACG”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

**WITNESSETH**

WHEREAS, County desires that ACG provide Design/Build services for the North Annex Parking Expansion pursuant to RFQ 24-024 and in accordance with Section 2269.301 of the Texas Local Government Code as will be more specifically described in this Agreement (hereinafter “Services”); and

WHEREAS, ACG represents that it is qualified and desires to perform such Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

- A. Contractor shall render the design portion of the Services to County as defined in relevant parts of the County’s Request for Qualifications (RFQ) 24-024 and ACG’s Response to County’s RFQ 24-024, collectively attached hereto as Exhibit “A” to this Agreement and incorporated fully by reference, and ACG’s Design Fee Proposal dated March 11, 2024, attached hereto as Exhibit “B” to this Agreement and incorporated fully by reference.
- B. Any Services to be performed by ACG for County must be scheduled at least two weeks in advance with the County’s Facilities Maintenance Department. The County’s Facilities Maintenance Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 238-3565 concerning the scheduling of any Services.

## **Section 2. Personnel**

- A. ACG represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that ACG shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of ACG shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ACG who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

## **Section 3. Compensation and Payment**

- 3.1 ACG's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit B is Twelve Thousand, Five Hundred dollars and 0/100 (\$12,500.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation with written agreement executed by the parties.
- 3.2 All performance of the Scope of Services (design only) by ACG 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.
- 3.3 ACG shall submit all "Applications for Payment" (as herein defined) 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 Services. 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, ACG shall submit the following in a form acceptable to the County Auditor to [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov):
  - 3.3.1 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 ACG certifying that:
    - 3.3.1.1 The proportionate part of the Services described in such Application for Payment has been performed;
    - 3.3.1.2 ACG's amount included in the Application for Payment attributable to the Services provided is due and owing;

3.3.1.3 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;

3.3.1.4 All due and payable bills with respect to the Services have been paid to date or are included in the amount requested in the current Application for Payment;

3.3.1.5 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.

3.3.2 A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of ACG's preceding Application for Payment, executed by ACG with a statement certifying those matters set forth in clauses 3.3.1.1 through 3.3.1.5 of subparagraph 3.3.1 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.

3.3.3 An affidavit executed by ACG that payrolls, bills for materials and equipment, and other indebtedness connected with the Services for which County or ACG might be responsible or encumbered (less amounts withheld by ACG) 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 the Texas Property Code Section 53.085.

3.4 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 ACG 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 ACG, including Services provided by its sub-contractors.

3.5 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 ACG upon the date determined substantially completed. County shall pay all outstanding and withheld portions of the Maximum Compensation to ACG upon the later to occur of (i) thirty (30) days after the Project is accepted by the County or, (ii) the date the ACG causes all mechanics' and materialmen's liens filed against the Project to be removed. County shall

have received from ACG a lien waiver or an affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of liens for labor or service performed or rendered and material supplied or furnished, in connection with the construction and installation of the Project), and with respect to this Agreement, ACG shall have provided County the Final Certificate of Occupancy for the building.

- 3.6 Upon payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to Section 3.5, ACG shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

#### **Section 4. Limit of Appropriation**

- A. ACG 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 Twelve Thousand, Five Hundred dollars and 0/100 (\$12,500.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. ACG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ACG may become entitled to and the total maximum sum that County may become liable to pay to ACG shall not under any conditions, circumstances, or interpretations thereof exceed Twelve Thousand, Five Hundred dollars and 0/100 (\$12,500.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

#### **Section 5. Time of Performance**

- A. The time for performance of the Scope of Services (design only) by ACG shall begin with receipt of the Notice to Proceed from County and end no later than one (1) month thereafter. ACG shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.
- B. 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.

## **Section 6. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Department Head.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If ACG fails to perform Services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If ACG 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.
  - 2. If, after termination, it is determined by County that for any reason whatsoever that ACG was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or 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 Section 6A above.
- C. Upon termination of this Agreement, County shall compensate ACG in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. ACG's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- 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 ACG.

## **Section 7. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by ACG as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. ACG shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

ACG will permit County, or any duly authorized agent of County, to inspect and examine the books and records of ACG for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

- A. Prior to commencement of the Services, ACG 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. ACG 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. ACG shall obtain such insurance written on an Occurrence form from such companies having Bests 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 insurance 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.
  5. Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 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 ACG shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, ACG 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 2 years beginning from the time the work under this Contract is completed.
- D. Builders Risk Insurance: ACG shall obtain 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 ACG, 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 ACG, Architect, subcontractors of any tier and County for loss or damage occurring during the Work and shall name ACG as the named insured and County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the ACG.
- E. ACG shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

- F. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- G. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of ACG.

#### **Section 11. Performance and Payment Bond**

ACG shall post with County, not later than ten (10) days of the execution of this Agreement, 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 to County. The 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.

#### **Section 12. Indemnity**

**ACG SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ACG, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ACG OR ANY OF ACG'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.**

#### **Section 13. Confidential and Proprietary Information**

- A. ACG 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 ACG 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 ACG 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 ACG) publicly known or is contained in a publicly available document; (b) is rightfully in ACG'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 ACG who can be shown to have had no access to the Confidential Information.
- B. ACG agrees to hold Confidential Information in strict confidence, using at least the same degree of care that ACG 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. ACG 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, ACG shall advise County immediately in the event ACG 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 ACG will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or ACG against any such person. ACG agrees that, except as directed by County, ACG 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, ACG will promptly turn over to County all documents, papers, and other matter in ACG's possession which embody Confidential Information.

- C. ACG 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. ACG 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.
- D. ACG in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. ACG expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by ACG shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 14. Independent Contractor**

- A. In the performance of work or services hereunder, ACG 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 ACG or, where permitted, of its subcontractors.
- B. ACG 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.

**Section 15. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Purchasing Agent  
301 Jackson St., Ste. 201  
Richmond, Texas 77469

With a copy to: Fort Bend County Facilities Management and Planning  
Attn: Director  
301 Jackson St., Ste. 301  
Richmond, Texas 77469

ACG: APEX Consulting Group, Inc.  
Attn: \_\_\_\_\_  
9888 Bissonnet St., Ste. 415  
Houston, Texas 77036

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 16. Compliance with Laws**

ACG shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and 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. When required by County, ACG shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 17. Performance Warranty**

- A. ACG warrants to County that ACG has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and ACG will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. ACG warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached exhibits.

#### **Section 18. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by ACG are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 19. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by ACG in any way associated with the Agreement.

#### **Section 20. Successors and Assigns**

County and ACG bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

#### **Section 21. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

#### **Section 22. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

#### **Section 23. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall ACG release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

#### **Section 24. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

#### **Section 25. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

**Section 26. Certain State Law Requirements for Contracts:** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, ACG hereby verifies that ACG 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, ACG 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 section 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, ACG 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 section 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, ACG 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 27. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, ACG 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.

**Section 28. Entire Agreement**

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other

communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

**{Remainder of Page Intentionally Left Blank}**

**{Execution Page to Follow}**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day signed by the last party.

FORT BEND COUNTY

APEX CONSULTING GROUP, INC.

\_\_\_\_\_  
K.P. George, County Judge

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Agent- Signature

Charles Moberke, P.E.  
\_\_\_\_\_  
Authorized Agent- Printed Name

President  
\_\_\_\_\_  
Title

04/03/24  
\_\_\_\_\_  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: County's Request for Qualifications ("RFQ") 24-024, ACG's Response to County's RFQ 24-024

Exhibit B: APEX Consulting Group, Inc.'s Design Fee Proposal, dated March 11, 2024

i:\agreements\2024 agreements\purchasing\facilities\apex consulting group (24-fac-100536)\agreement for design-build.north annex parking expansion (kcj - 3.27.2024)

# EXHIBIT A





## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

January 15, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFQ 24-024 – Design/Build Services for North Annex Parking Expansion for Fort Bend County

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include rescheduled Pre-RFQ meeting to January 18, 2024. See section 7.0 for more details.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at [brooke.lindemann@fortbendcountytexas.gov](mailto:brooke.lindemann@fortbendcountytexas.gov)

---

Company Name

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Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann  
Senior Buyer

**\*AMENDED 1/15/24**

***Fort Bend County, Texas  
Request for Qualifications***



***Design/Build Services for North Annex Parking Expansion  
for Fort Bend County  
RFQ 24-024***

**SUBMIT RFQS TO:**

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

**Note: All correspondence must include the term  
“Purchasing Department” in address to assist in  
proper delivery**

**SUBMIT NO LATER THAN:**

**Tuesday, January 30, 2024  
2:00 PM (Central)**

**MARK ENVELOPE:**

**RFQ 24-024  
Parking Expansion**

***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:  
Brooke Lindemann  
Senior Buyer  
[Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@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.



**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___	<b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## **1.0 OBJECTIVE:**

Fort Bend County, herein requests Request for Qualifications from qualified firms for design/build services for construction of a parking expansion at North Annex located at 22333 Grand Corner Drive, Katy, Texas 77479. The Design/Build firm, herein referred to as "Respondent", shall serve in the capacity of an Architect/Engineer and General Contractor.

## **2.0 GENERAL:**

- 2.1 The selected party will be requested to submit a proposal for a Design/Build contract under the provisions of the §2269.301 of the Texas Government Code.
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.3 Submittals and any other Respondent information in response to this RFQ shall become the property of Fort Bend County.
- 2.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Fort Bend County makes no guarantee that an award will be made as a result of this RFQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this RFQ.

## **3.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 3.1 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 vendors submitting a response to a formal Bid, RFP, RFQ 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

3.2 On-line instructions:

3.2.1 Name of governmental entity is to read Fort Bend County.

3.2.2 Identification number used by the governmental entity is: Q24-024.

3.3 Description is the title of the solicitation: North Annex Parking Expansion for Fort Bend County.

3.4 Highest evaluated vendor (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.

**4.0 INSURANCE:**

4.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFQ, 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.

4.2 At contract execution, contractor shall furnish County with property 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:

4.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

4.2.2 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.

4.2.3 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.

- 4.2.4 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.
- 4.2.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 4.3 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.
- 4.4 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.
- 4.5 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.

## **5.0 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.

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 5.6 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.
- 5.7 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.

## **6.0 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](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20230247 12/22/2023

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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
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0	01/06/2023
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1	01/13/2023
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2	05/05/2023
3	08/25/2023
4	09/01/2023
5	10/13/2023
6	12/22/2023

ASBE0022-009 07/03/2023	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
BOIL0074-003 07/01/2023 BOILERMAKER	\$ 37.00	24.64
CARP0551-008 04/01/2021 CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/29/2023 ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
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 06/01/2023 IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
PLAS0783-001 04/01/2023 PLASTERER	\$ 31.34	10.30
PLUM0068-002 10/01/2023 PLUMBER	\$ 34.86	11.68

\*PLUM0211-010 10/01/2023

PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.31	12.61
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SHEE0054-003 04/01/2020

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
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\*SUTX2014-023 07/21/2014

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

**\* 7.0 PRE-RFQ CONFERENCE:**

A Pre-RFQ conference will be conducted on **Thursday, January 18, at 9:00 AM** ~~Tuesday, January 16, 2024 at 9:00 AM~~ (central). The pre-RFQ 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.

**8.0 SCOPE OF WORK:**

8.1 The project will include the design and construction of an estimated 9,040 square foot expansion of concrete paving, perimeter curbs, and pavement markings of the existing secure parking area at Fort Bend County Precinct 1 North Annex. The drainage will sheet flow into the existing area drains on the site.

## 9.0 ESTIMATED BUDGET:

Estimated budget to complete this project is \$225,000.

## \*10.0 ESTIMATED SCHEDULE:

Advertisement begins:	January 7, 2024
*Pre-RFQ conference (with site visit if necessary):	<b>January 18, 16, 2024</b>
Deadline for questions:	January 22, 2024
Responses due:	January 30, 2024
Evaluation of Submissions:	Week of February 5th
Commissioners Court for permission to Negotiate:	February 27, 2024
Final Contract Approval Commissioners Court:	March 26, 2024

## 11.0 FORMAT OF RESPONSE, QUALIFICATIONS, AND EVALUATION FACTORS:

11.1 To facilitate evaluation of submittals, one (1) original, four (4) paper copies and one (1) electronic response on a flash drive is required. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper flash drive will result in disqualification.

11.2 Request for Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 25 pages**). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either “portrait” or “landscape” format with binding on either long or short side.

11.3 Respondents are required to follow the outline below when preparing their submission. Tabs must be utilized to identify each section.

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Understand Scope of Work
2	Firm’s Experience
3	Staff Experience
4	Financial Stability
5	Firm’s Management Plan
6	Required forms (insurance, vendor forms, W9, debt form, and Stormwater Management Program form)

11.4 Executive Summary - This part of the response to the RFQ should be limited to a brief narrative highlighting the Respondent’s submission. Note that the executive summary should identify the primary contacts for the Respondent.

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

Understanding Scope of Work (weight factor = 30%)

Tab 1

- Understanding of Scope of Work: Parties demonstrate their ability to meet the required qualifications listed. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Firm's Experience (weight factor = 25%)

Tab 2

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

Staff Experience (weight factor = 25%)

Tab 3

- Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing project management and construction services 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.

Financial Stability (weight factor = 5%)

Tab 4

- Complete and accurate responses to the following questions:
  - a. Has your Company ever failed to complete any work awarded to it in the last ten (10) years?
  - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers in the last ten (10) years?



- c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If yes, please provide details.
- d. Does your company have the ability to obtain payment and performance bonds required for this project?

Firm's Management Plan (weight factor = 10%)

Tab 5

- Firm's Management System, Software and Cost Control. Describe how the construction management services will be provided and how they will be supported.

Overall Completeness of Proposal (weight factor = 5%)

Tab 6

- Required Proof of Insurance
- Completed Respondent forms
- Completed W9 form
- Completed debt form
- Completed Contractor Acknowledgement of Stormwater Management Program form

## **12.0 SELECTION PROCESS:**

Request for Qualifications will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than three (3) firms. These firms will be requested to submit additional information and may be invited to interview with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

## **13.0 PERFORMANCE AND PAYMENT BONDS:**

The successful firm, upon execution of agreement, will be required to provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety

company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

#### **14.0 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.

#### **15.0 QUESTIONS:**

Questions about this Statement of Qualification Package should be directed in writing to Brooke Lindemann, Senior Buyer at [Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@fortbendcountytexas.gov). **Questions will be accepted until 10:00 AM CST, Tuesday, January 17, 2024.**

#### **16.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

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

- 16.1 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.
- 16.2 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.

#### **17.0 ADDITIONAL REQUIRED FORMS:**

All respondents submitting shall complete the attached and return with submission:

- 17.1 Current Proof of Insurance
- 17.2 Vendor Information Form
- 17.3 W9 Form

17.4 Tax Form/Debt/Residence Certification

17.5 Contractor Acknowledgement of Stormwater Management Program

**18.0 EXHIBIT:**

18.1 Site planning diagram

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.

[City and State]



## Mandatory Form



### **Contractor Acknowledgement of Storm Water Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

---

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

---

Contractor Signature

---

Date

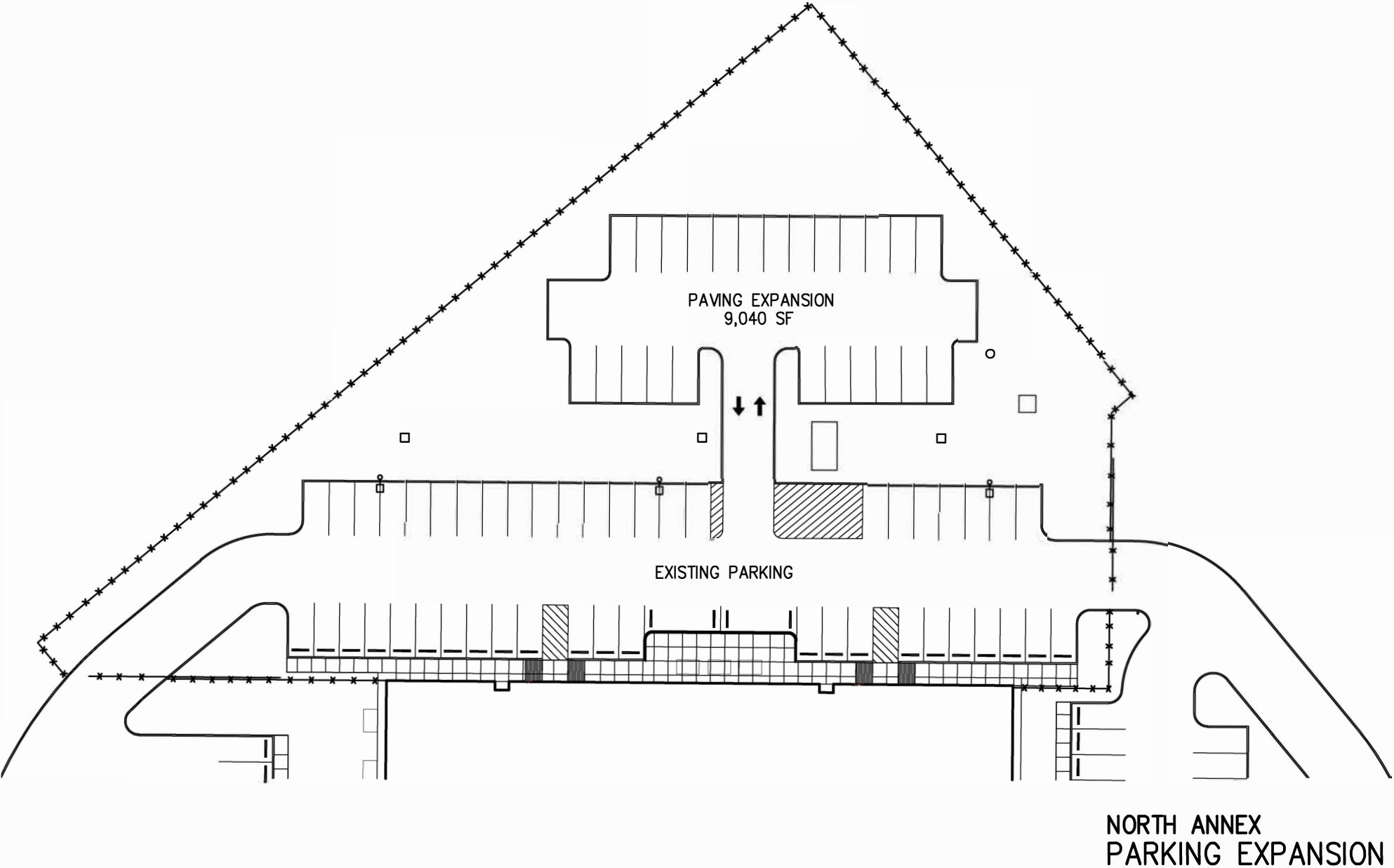
---

Printed Name

---

Title

Exhibit A. Site planning diagram



## REQUEST FOR QUALIFICATIONS

### Design/Build Services for North Annex Parking Expansion for Fort Bend County RFQ 24-024



**PREPARED FOR:  
FORT BEND COUNTY**



BY

**APEX CONSULTING GROUP, INC.**



Jan 30, 2024

**Ms. Brooke Lindemann, FBC**  
Purchasing Department, Travis Annex,  
301 Jackson, Suite 201  
Richmond, Texas TX 77469

Re: **RFQ # 24-024** - (Design/Build Services for North Annex Parking Expansion, Katy TX)

Dear Ms. Lindemann

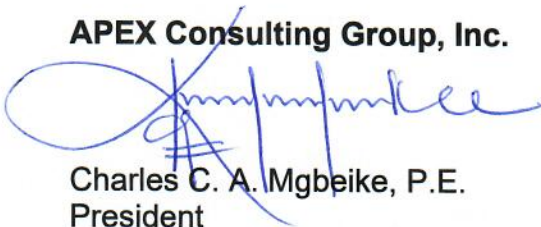
APEX Consulting Group (ACG) is pleased to submit this letter as our response to Fort Bend County's RFQ #24-024 (Design/Build Services for North Annex Parking Expansion). Fort Bend County (FBC), through this solicitation, seeks to select a design-build firm who would design and construct a parking lot extension at one of its facilities in Katy Texas.

ACG is a local firm with considerable experience in engineering design, construction management, and design-build services. We have engineers on staff who would plan, design, and manage your projects from start to finish. This response will demonstrate our qualifications and our commitment to providing quality engineering and construction services to FBC.

Addendum #1 is acknowledged. Thank you for this opportunity to propose on your project. If selected, ACG will provide enough resources to support and complete your project.

Sincerely,

**APEX Consulting Group, Inc.**

A handwritten signature in blue ink, appearing to read "Charles C. A. Mgbeike", is written over the printed name and title.

Charles C. A. Mgbeike, P.E.  
President



# TABLE OF CONTENTS



## **TABS:**

- Title Page
- Letter of Transmittal
- Table of Contents
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### **1. Understanding of SOW**

### **2. Firm's Experience**

### **3. Staff Experience**

### **4. Financial Stability**

### **5. Firm's Management Plan**

### **6. Required Forms:**

- Insurance
- Vendor Forms
- W-9 Form
- Debt Form
- Stormwater Management Program Form

## Executive Summary

Fort Bend County (FBC) intends to select a firm to design and build parking lot expansion at Precinct 1 facility located at 22333 Grand Corner Drive, Katy TX. The proposed addition is approximately 9040 SF with twenty-four (24) new parking spaces.

Apex Consulting Group (ACG) hereby expresses interest in providing the Design-Build services for Fort Bend County. ACG has in-house design team and consultants who are available to plan and execute the project as specified. Mr. Charles Mgbeike, P.E. (Project Manager) is the primary contact for FBC projects. If selected, he will oversee the implementation of the contract and provide the resources needed to successfully complete the project.

### Insurance Requirements

ACG has included the following insurance policies (See TAB 6)

- Workers Compensation
- Employer's Liability
- Commercial General Liability
- Commercial Auto Liability
- Professional Liability Insurance
- **Builder's Risk Insurance** will be provided after project award.

### Primary Contact:

Charles C.A. Mgbeike, P.E  
9888 Bissonnet St. Suite 415 Houston, TX 77036  
Office no.: 713-779-5700, Mobile no.: 832-512-6000

Twenty Email address: [info@apexengroup.com](mailto:info@apexengroup.com)

Website: [www.apexengroup.com](http://www.apexengroup.com)

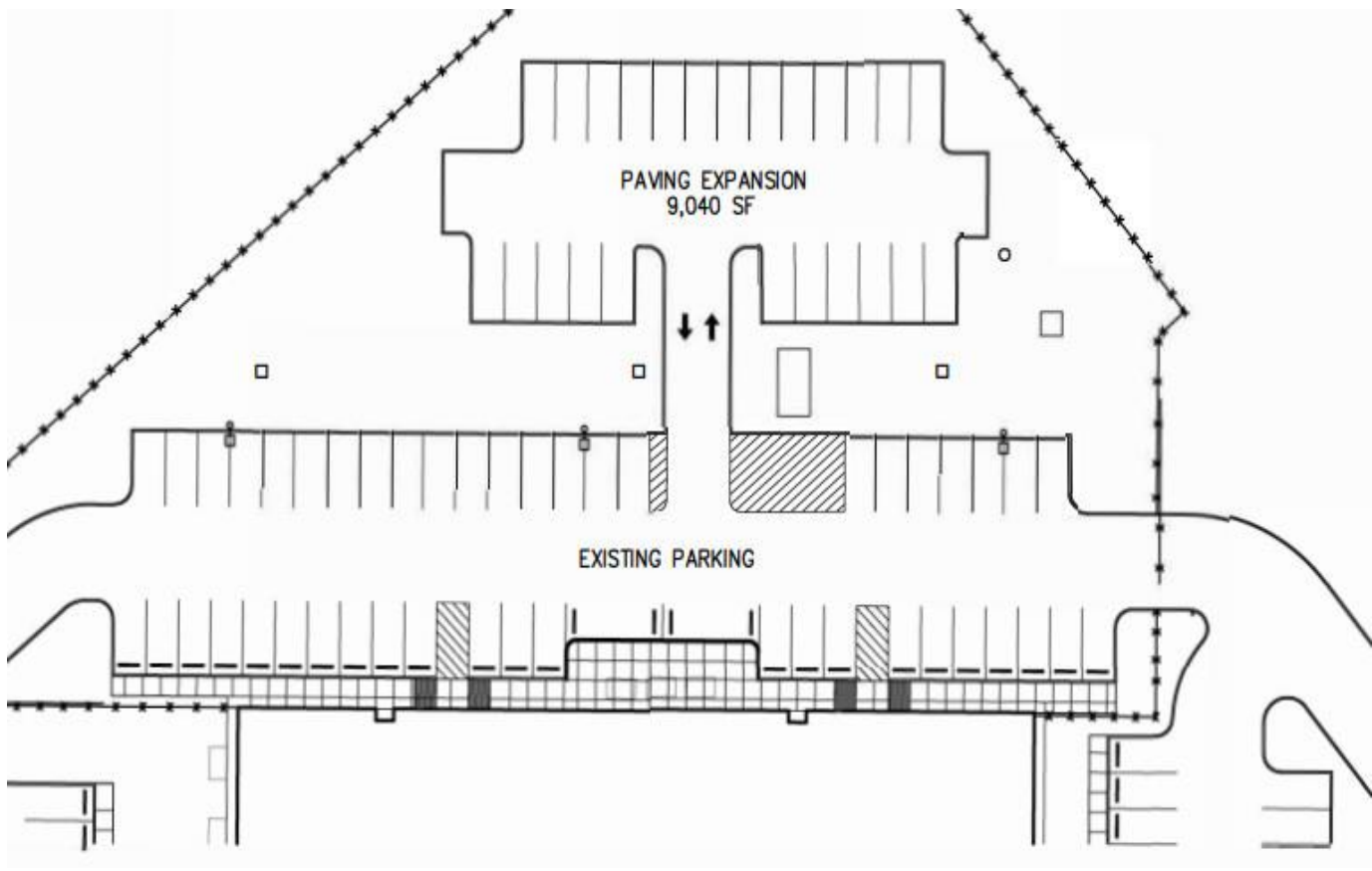


# TAB 1

## UNDERSTANDING THE SCOPE

## 1.0 Understanding the Scope of Work

Below is the proposed parking lot layout. ACG has carefully reviewed and understood the scope of work. We have designed and constructed parking facilities of similar size, scope, and budget. Our design work is done in-house by licensed professional engineers.



Below is a summary of the proposed scope of work:

- The proposed parking lot is approximately 9040 SF. It is within the secure area of the property. Twenty-four (24) new parking spaces will be added. New driveway will be added to connect the existing parking to the additional spaces.
- The proposed pavement will be reinforced concrete to match the existing. A minimum pavement thickness of 6 inches is assumed for light traffic and parking. The new area will be curbed all around.
- The proposed pavement will be stripped upon completion. The existing parking spaces (north side) will be re-stripped. Standard commercial parking spaces of 9ft x 20ft will be marked/ Stripped.





- The proposed pavement will sheet flow to the existing drainage system. Curb cuts will be added to adequately drain the area and prevent storm water ponding.
- The subgrade will be well prepared before pavement installation. Such soil improvement may include the removal and replacement of soft/ weak soils, lime stabilization, and compaction.
- Expansion/ control joints will be placed to control surface cracks.
- ACG will provide a detailed project schedule. There are no long lead items in this project. The project will be completed as scheduled.
- ACG will provide weekly progress report to FBC.

ACG has in-house capabilities to complete all tasks associated with this project. If selected, ACG will meet with FBC Facilities to review project requirements prior to design. We will work cooperatively with FBC to ensure the project is completed on time and within budget.

FBC RFQ #24-024

Design/Build for North Annex Parking Exp.



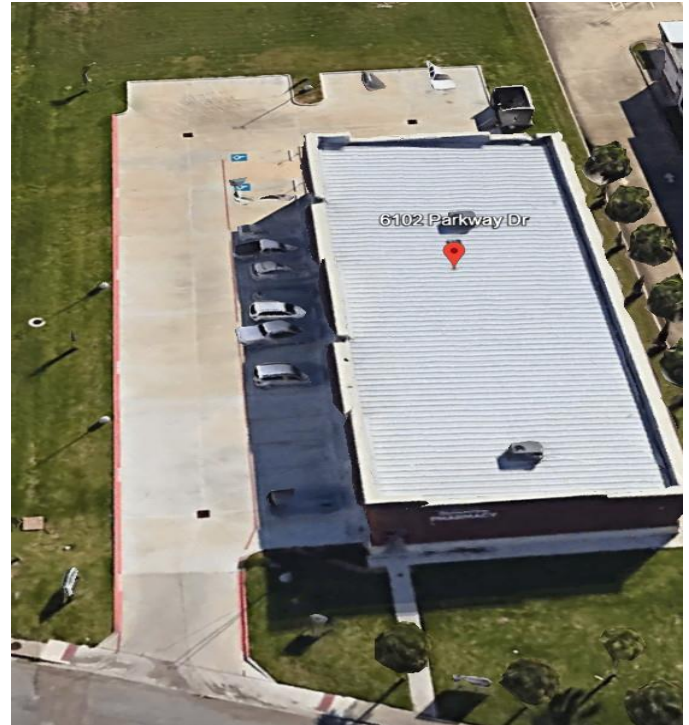
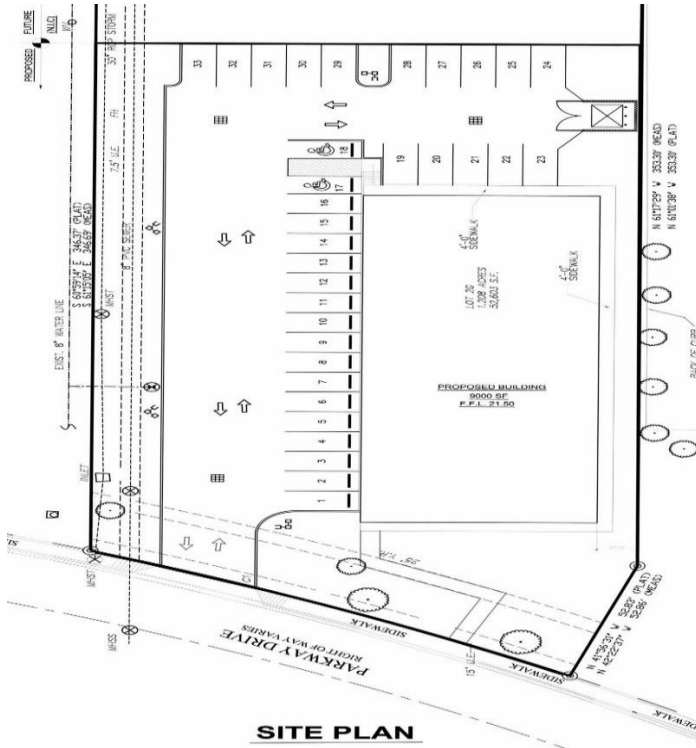
## TAB 2

FIRM'S EXPERIENCE

## 2.0 Firm's Experience

Below are recent projects that demonstrate our design-build experience – Parking Lots.

### 1.) Sunrise Pharmacy, Corpus Christi, TX



**AERIAL VIEW - COMPLETED**

Project Name: [Sunrise Pharmacy & Medical Offices](#)

Project Location: [6102 Parkway Drive, Corpus Christi, Texas](#)

Project Description: The above is 9000 SF Pharmacy / Medical offices, located at 6102 Parkway Drive. The parking area is approximately **12,750 SF**. There are **35 parking spaces**. The pavement is 6" & 7" thick and curbed all around. The subgrade was lime-stabilized. The site drains through catch basins to the city storm water system. We installed site lighting and landscaping around the parking lot. ACG was the design-build contractor on this project.

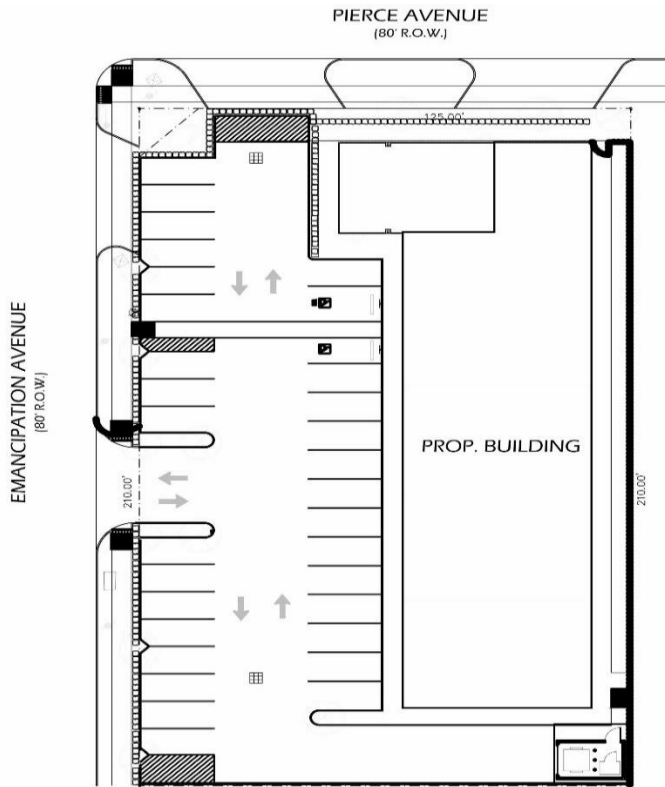
Owner/ Client: [Sunrise Pharmacy](#)

Contact: [Moses Nwaigwe, R. Ph \(361.633.0988\)](#)

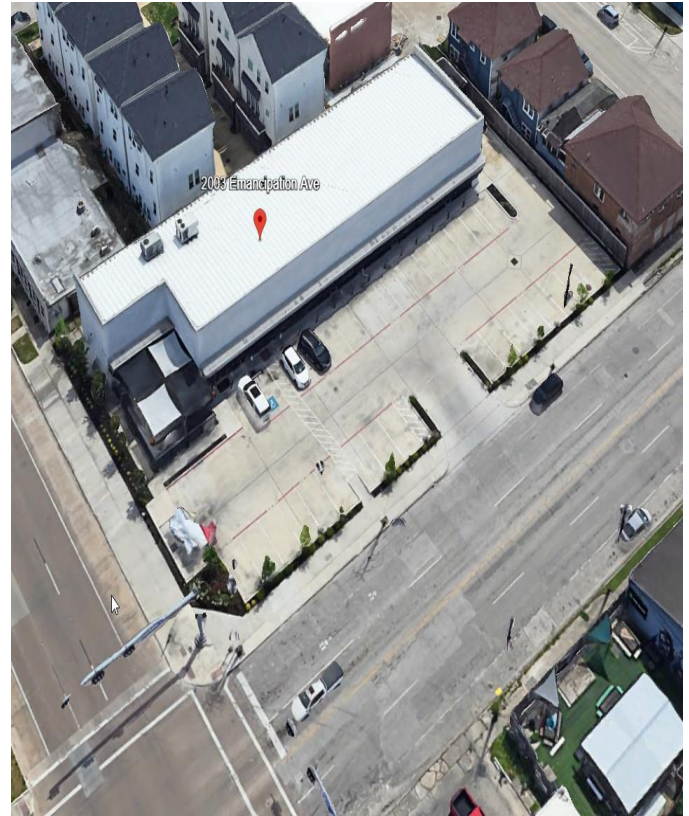
Completion Date: [February 2021](#)

Project Final Cost: [\\$395,000.00 \(Driveway & Parking Lot only\)](#)

## 2.) The Spot Bar & Lounge – Houston, TX



**SITE PLAN**



**AERIAL VIEW – COMPLETED**

Project Name: [The Spot Lounge & Bar / Retail](#)

Project Location: [2003 Emancipation Ave, Houston, Texas](#)

Project Description: The above is 7000 SF Lounge & Bar / Retail Building located at 2003 Emancipation Ave. The parking area is approximately **12,480 SF**. We installed **32 parking spaces**. The pavement is 6" & 7" thick and curbed all around for storm water detention purposes. The subgrade was lime-stabilized. The site drains through catch basins to the city storm water system. We installed site lighting and landscaping around the parking lot. ACG was the design-build contractor on this project.

Owner/ Client: [WASC Property, LLC](#)

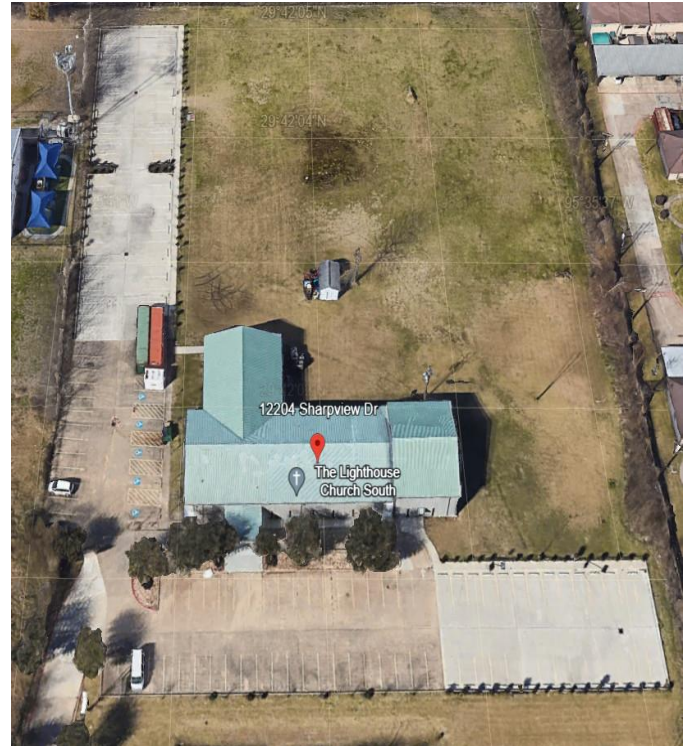
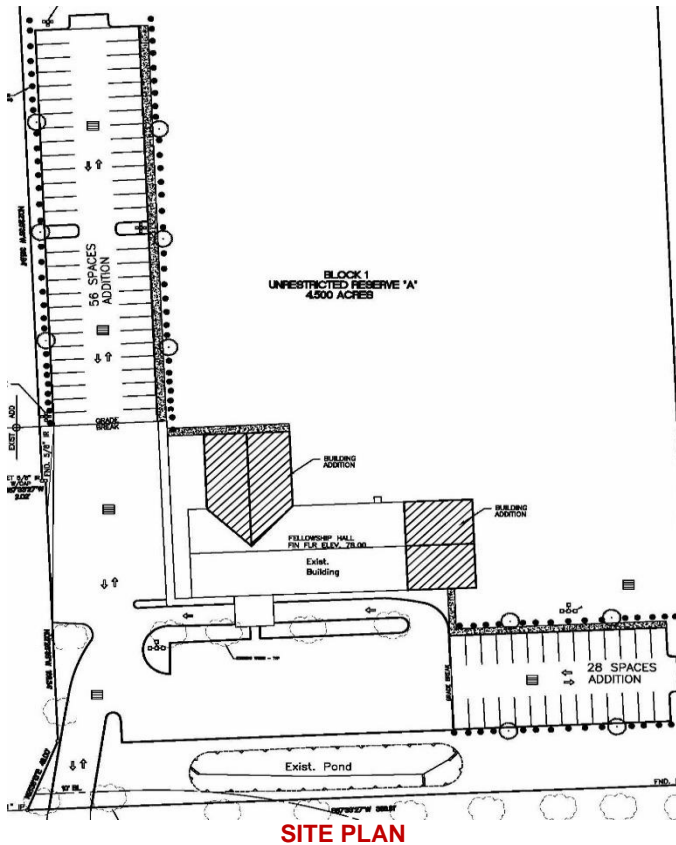
Contact: [Ms. Adfanie Gray \(713.858.8173\)](#)

Completion Date: [July 2021](#)

Project Final Cost: [\\$224,850 \(Driveway & Parking Lot only\)](#)

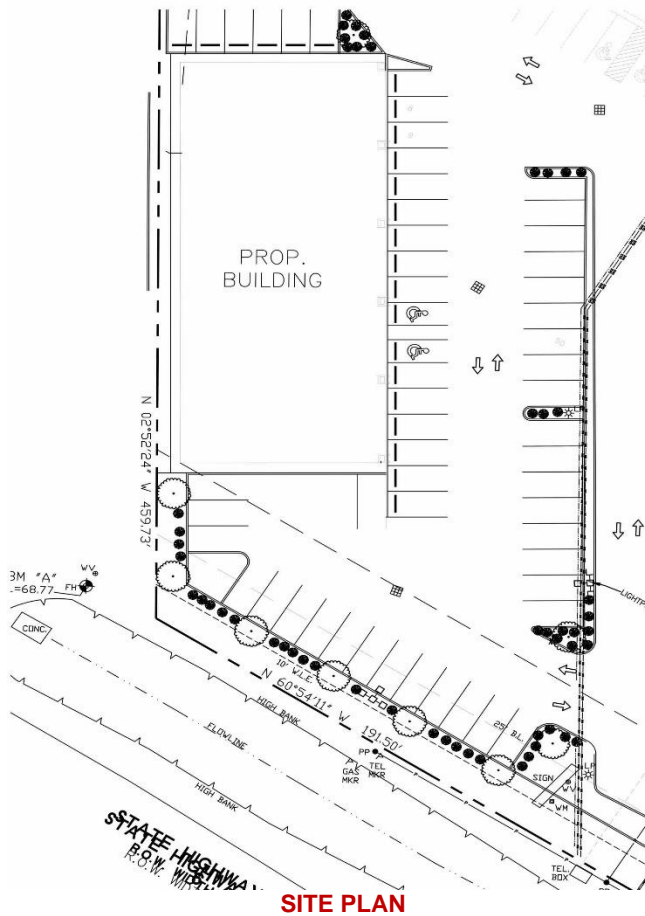


### 3.) African Christian Fellowship, Houston, TX



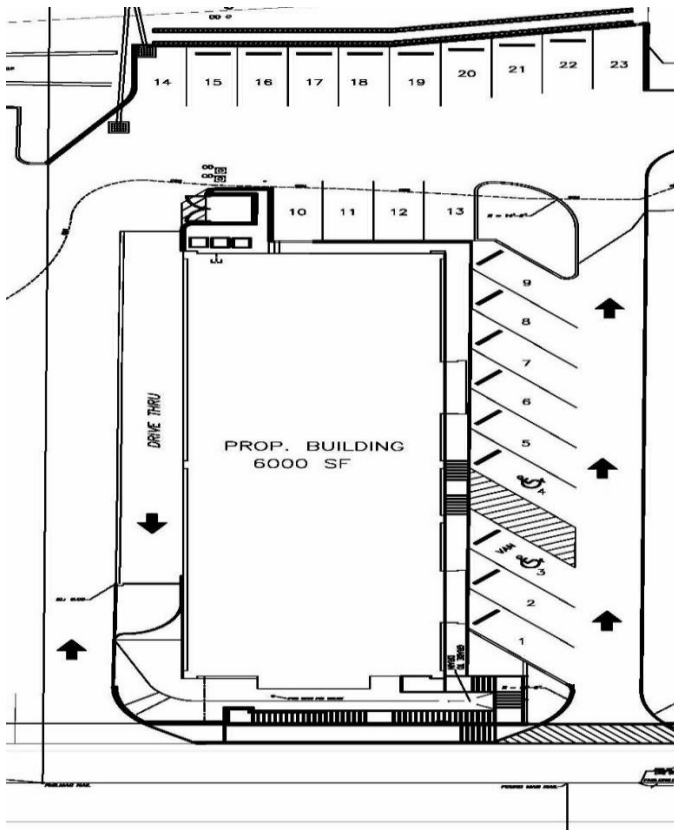
Project Name:	Church Building & Parking Lot Additions
Project Location:	12204 Sharpview Drive, Houston, TX
Project Description:	The above is 6500 SF church / parking lot addition located at 12204 Sharpview Drive. The parking addition is approximately <b>23,150 SF</b> . We installed <b>84 parking spaces</b> . The pavement is 6" & 7" thick and curbed all around for storm water detention purposes. The subgrade was lime-stabilized. The site drains through catch basins to the detention pond. We installed site lighting and landscaping around the parking lot. ACG was the design-build contractor on this project.
Owner/ Client:	African Christian Fellowship, Inc.
Contact:	Israel Onwuegbuchu (281.642.3675)
Completion Date:	October 2020
Project Cost:	\$412,500.00 (Parking Lot only)

#### 4.) Teal Run Plaza II, Fresno, TX

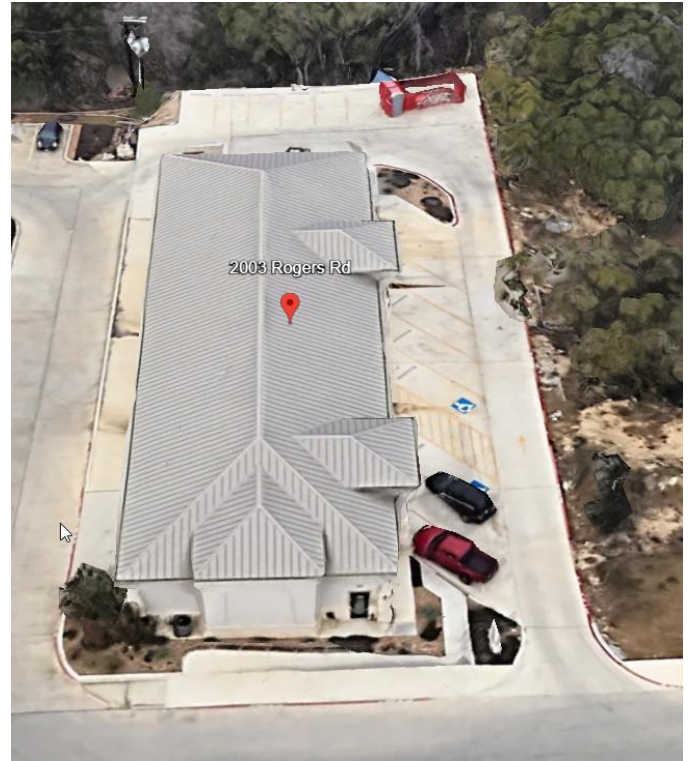


Project Name:	Teal Run Plaza II - Retail
Project Location:	12131 Highway 6 South, Fresno TX
Project Description:	The above is 8000 SF Retail Building located at 12131 Highway 6 South. The parking addition is approximately <b>19,288 SF</b> . We installed <b>56 parking spaces</b> . The pavement is 6" & 7" thick and curbed all around. The subgrade was lime-stabilized. The site drains through catch basins to a neighborhood detention pond. We installed site lighting and landscaping around the parking lot. ACG was the design-build contractor on this project.
Owner/ Client:	CECO Partners
Contact:	Stanley Madumere (281.435.6602)
Completion Date:	December 2019
Project Final Cost:	\$295,000.00 (Driveway & Parking Lot only)

## 5.) UBA Pharmacy, San Antonio, TX



**SITE PLAN**



**AERIAL VIEW - COMPLETED**

Project Name: [UBA Pharmacy & Medical Offices](#)

Project Location: [2003 Rogers Road San Antonio, Texas](#)

Project Description: The above is 7000 SF Pharmacy/ Medical Offices located at 2003 Rogers Road. The parking area is approximately **12118 SF**. We installed **23 parking spaces**. The pavement is 6" & 7" thick and curbed all around.. The subgrade is compacted limestone. The site drains (**sheet flow**) to a drainage ditch in the back. We installed site lighting and landscaping around the parking lot. ACG was the design-build contractor on this project.

Owner/ Client: [UBA PHARMACY, LLC](#)

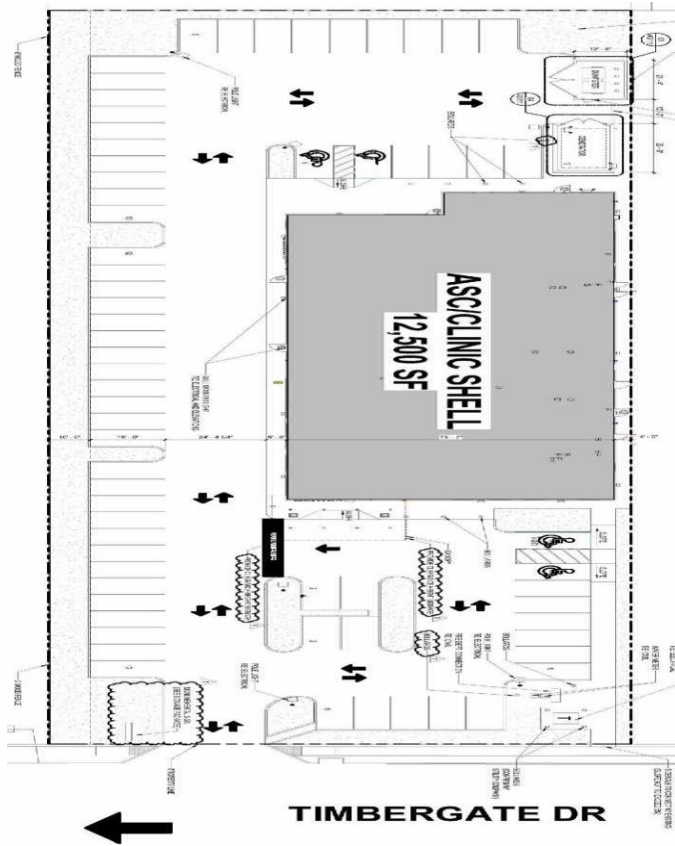
Contact: [Chibe Ubabuikie, R.Ph \(210.872.5883\)](#)

Completion Date: [May 2020](#)

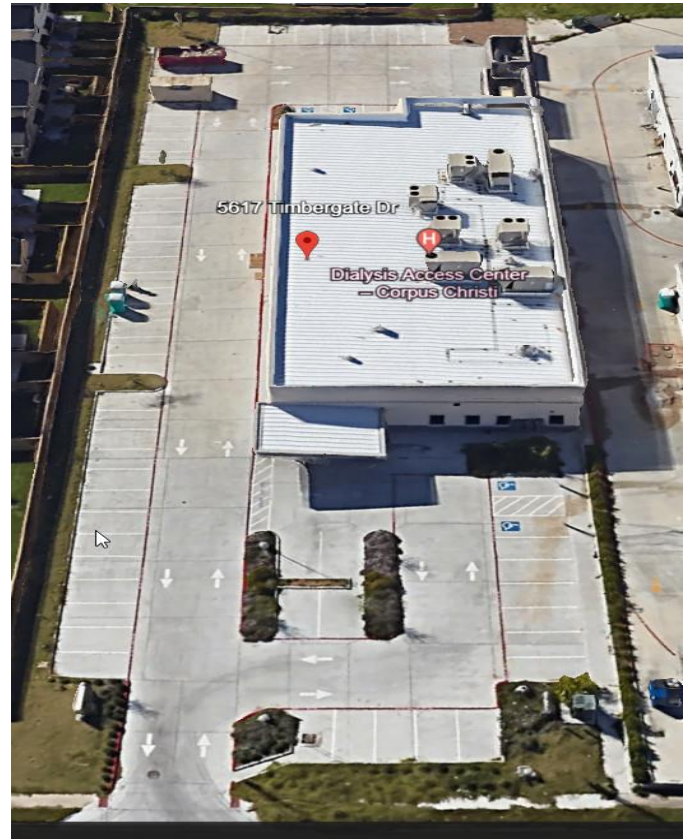
Project Final Cost: [\\$245,000.00 \(Driveway & Parking Lot only\)](#)



## 6.) Ambulatory Surgery Center, Corpus Christi, TX



**SITE PLAN**



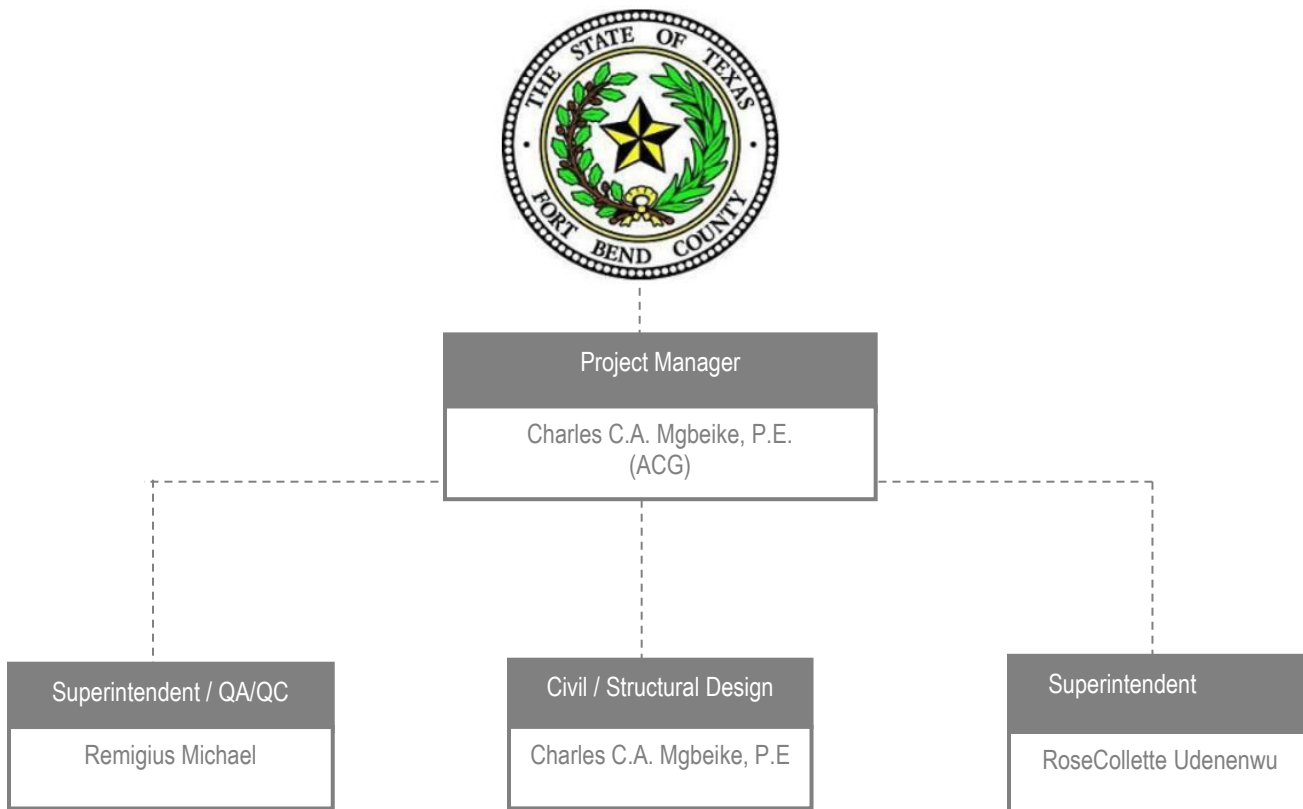
**AERIAL VIEW - COMPLETED**

Project Name:	Ambulatory Surgery Center/ Emergency Medical Clinic
Project Location:	5617 Timbergate Drive, Corpus Christi, TX 78414
Project Description:	The above is 12,500 SF medical building located at 5617 Timbergate Drive. The parking area is approximately <b>29,616 SF</b> . We installed <b>67 parking spaces</b> . The pavement is 6" & 7" thick and curbed all around. The subgrade was lime-stabilized. The site drains through catch basins to the city storm sewer system. We installed site lighting and landscaping around the parking lot. ACG was the shell general contractor on this project.
Owner/ Client:	Corpus Christi Healthcare, LLC
Contact:	Charles Watkins, PMP (615.426.3662)
Completion Date:	February 2022
Project Final Cost:	\$666,360.00 (Driveway & Parking Lot)



## 2.0 Cont'd ORGANIZATION CHART

The organizational chart (below) shows some of our staff with experience in engineering, construction management, and design-build services. If selected, ACG staff and subcontractors will work cooperatively with FBC Facilities to ensure the project is completed as prescribed by FBC.



ACG strives to build its business on integrity, hard work, and efficiency. Our staff is uniquely qualified to solve your project challenges. Our mission is to provide engineering and construction services with emphasis on quality and timely service.

FBC RFQ #24-024

Design/Build for North Annex Parking Exp.



# TAB 3

STAFF EXPERIENCE

### 3.0 STAFF EXPERIENCE

#### RESUME

**Charles C.A. Mgbeike, P.E.**  
**PROJECT MANAGER / STRUCTURAL ENGINEER**

Charles Mgbeike has over 32 years of experience in civil/ structural engineering design, construction management, and design-build services. He is the President of APEX Consulting Group, Inc. Mr. Mgbeike's responsibilities include civil/ structural design, project management, staff supervision, and liaison with design team, owners, subcontractors, and vendors. Also, Mr. Mgbeike has over 25 years of forensic engineering experience.

#### RELATED PROJECT EXPERIENCE:

Project Name	Project Location	Client	Contact/ Number	Completion Date
Sunrise Pharmacy/ Medical Offices	Corpus Christi, TX	Sunrise Pharmacy	Moses Nwaigwe 361.633.0988	Feb. 2021
The Spot Bar & Lounge	Houston, TX	WASC Properties	Adfanie Gray 713.858.8173	July 2021
ACF Sanctuary/ Parking Lot Addition	Houston, TX	African Christian Fellowship	Israel Onwuegbuchu 281.642.3675	Oct. 2020
Teal Run Plaza II	Fresno, TX	CECO Partners	Stanley Madumere 281.435.6602	Dec. 2019
UBA Pharmacy/ Medical Offices	San Antonio, TX	UBA Pharmacy	Chibe Ubauike 210.872.5883	May 2020
Ambulatory Surgery Ctr/ Medical Clinic	Corpus Christi, TX	Corpus Christi Healthcare, LLC	Charles Watkins 615.426.3662	Feb. 2022

#### Education

##### Bachelor of Architecture

Texas Tech University, Lubbock TX

##### Bachelor of Science in Civil Engineering

Texas Tech University, Lubbock TX

#### Registrations

Licensed Engineer, State of Texas



## RESUME

### **RoseCollette Udenenwu** CONSTRUCTION SUPERINTENDENT

RoseCollette has experience in construction management and quality assurance/ quality control. Ms. Udenenwu has a Bachelor of Science degree in Construction Management from the University of Houston. Her responsibilities include field inspections, estimating, scheduling, project meetings, progress reports, shop drawings, change proposal requests, procurement, bid evaluation, and day-to-day project activities.

#### RELATED PROJECT EXPERIENCE:

Project Name	Project Location	Client	Contact/ Number	Completion Date
Sunrise Pharmacy/ Medical Offices	Corpus Christi, TX	Sunrise Pharmacy	Moses Nwaigwe 361.633.0988	Feb. 2021
The Spot Bar & Lounge	Houston, TX	WASC Properties	Adfanie Gray 713.858.8173	July 2021
ACF Sanctuary/ Parking Lot Additions	Houston, TX	African Christian Fellowship	Israel Onwuegbuchu 281.642.3675	Oct. 2020
UBA Pharmacy/ Medical Offices	San Antonio, TX	UBA Pharmacy	Chibe Ubabuike 210.872.5883	May 2020
Ambulatory Surgery Ctr/ Medical Clinic	Corpus Christi, TX	Corpus Christi Healthcare, LLC	Charles Watkins 615.426.3662	Feb. 2022

#### Education

**Bachelor of Science – Construction Management**  
University of Houston - Main – Houston, TX

FBC RFQ #24-024

Design/Build for North Annex Parking Exp.



## TAB 4

FINANCIAL STABILITY

#### **4.0 Financial Stability**

ACG is a debt free company. We are financially capable of providing the deliverables listed in the Scope of Work.

**a. Has the Company ever failed to complete any work awarded to it in the last ten (10) years?**

NO. ACG has fulfilled its contractual obligations since its founding.

**b. Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers in the last ten (10) years?**

NO. ACG has no claims, judgements or pending suits.

**c. Has the Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years. If yes, please provide details.**

NO. ACG has neither filed lawsuits nor requested arbitration.

**d. Does your Company have the ability to obtain payment and performance bonds required for this project?**

YES. ACG can obtain payment/ performance bonds for this project.

FBC RFQ #24-024

Design/Build for North Annex Parking Exp.



## TAB 5

FIRM'S MANAGEMENT

## 5.0 Firm's Management Plan

ACG's project management plan clearly defines the procedures for project execution in accordance with the project scope and the contractual obligations. ACG's work scope falls within three areas of responsibilities:

- Project management: planning, cost estimate, scheduling, cost control, reporting, and verifications.
- Building design: Architectural/Civil/Structural/MEP drawings, and specifications.
- Construction Management, subcontracting, field engineering, construction administration, inspection, etc.

Our primary role includes:

- Ensure Work safety. ACG believes "No harm to people, No damage to property, and No harm to the environment.
- Ensure quality in all phases of the project.
- Ensure that client's requirements are understood and met. Execute all projects to meet or exceed our client's requirements.
- Design building as per the current Federal, State, and local codes and standards. All projects are designed and sealed by State of Texas licensed Architects and Engineers.
- Provide Construction administration and management during construction.

The keys to successful execution of our projects are:

1. Clear identification and communication of project design and schedule requirements
2. Timely coordination and execution of activities associated with project requirements.
3. Preparing and maintaining project schedule.
4. Appropriate and effective communication between ACG and FBC
5. All information pertaining to the project shall be treated as highly confidential.
6. Drawings, specifications, and data related to the project will be the property of FBC.

ACG will use Microsoft Project and RS means to estimate, schedule, monitor and report project progress.



FBC RFQ #24-024

Design/Build for North Annex Parking Exp.



## TAB 6

REQUIRED FORMS



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

January 15, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFQ 24-024 – Design/Build Services for North Annex Parking Expansion for Fort Bend County

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include rescheduled Pre-RFQ meeting to January 18, 2024. See section 7.0 for more details.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at [brooke.lindemann@fortbendcountytexas.gov](mailto:brooke.lindemann@fortbendcountytexas.gov)

APEX Consulting Group

Company Name

[Signature]

Signature of person receiving addendum

1/18/24

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann

Brooke Lindemann  
Senior Buyer



COUNTY PURCHASING AGENT  
Fort Bend County, Texas

Vendor Information

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	APEX CONSULTING GROUP		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 25
Federal ID # or S.S. #	76-0561817	SAM.gov Unique Entity ID #	GXKZNBKYA4X9
SAM.gov CAGE / NCAGE	32DY6		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	9888 BISSONNET STREET, SUITE 415		
City/State/Zip	HOUSTON, TEXAS 77036		
Physical Address	same		
City/State/Zip	same		
Phone Number	832.512.6000		
E-mail	info@apexengroup.com		
Contact Person	CHARLES C.A. MGBEIKE, P.E.		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # 23-12-8307 Certification # _____ Certification # 1760561817600 Certification # _____	Cert Date 7/2023 7/2023 Exp Date 6/2025 6/2026
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$17,000,000-\$22,399,999 _____	>\$22,400,000 _____
NAICs codes (Please enter all that apply)	541310, 541340, 541350, 236210, 236220		
Signature of Authorized Representative			
Printed Name	CHARLES C.A. MGBEIKE, P.E.		
Title	PRESIDENT		
Date	01/30/24		

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Diane Tran Insurance 11209 BELLAIRE BLVD C20 HOUSTON TX 77072	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> 281-933-5599	<b>FAX (A/C, No):</b> 281-933-5055
	<b>E-MAIL ADDRESS:</b> staff.dtran@farmersagency.com		
<b>INSURED</b> APEX CONSULTING GROUP INC 9888 BISSONNET ST #415 HOUSTON TX 77036	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> FARMERS INSURANCE COMPANY		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	606618647	03/07/2023	03/07/2024	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	606618649	3/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	A07514107	03/06/2023	03/06/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
A	<b>EMPLOYER'S LIABILITY</b>	<input type="checkbox"/> <input checked="" type="checkbox"/>	A07514107	03/06/2023	03/06/2024	EACH ACCIDENT \$1,000,000.00 EACH DISEASE \$1,000,000.00 EACH DISEASE PL LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER IS LISTED AS THE ADDITIONAL INSURED AND WAIVOR OF SUBROGATION ON THE GENERAL LIABILITY, COMMERCIAL AUTO AND WORKER'S COMPENSATION POLICIES**

<b>CERTIFICATE HOLDER</b>  FORT BEND COUNTY & MEMBERS OF COMMISSIONERS COURT 301 JACKSON ST RICHMOND, TX 77469-3108	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2023

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<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370	<b>CONTACT</b> NAME: Rachel Sheridan PHONE (A/C, No, Ext): 360-930-6094 E-MAIL ADDRESS: rachel.sheridan@assuredpartners.com	<b>FAX</b> (A/C, No): 360-930-6094
License#: 6003745 MCAENGI-01		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Underwriters at Lloyd's, London/AEGIS		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 861794441

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			1525/22U10119/129	4/12/2023	4/12/2024	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Fort Bend County & Commissioners Court  
301 Jackson Street Ste 201  
Richmond TX 77469

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>APEX CONSULTING GROUP, INC.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check <u>only one</u> of the following <u>seven</u> boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) <b>9888 BISSONNET STREET, SUITE 415</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>HOUSTON, TX 77036</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here ☐ Signature of U.S. person 

Date **01/30/24**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.

[City and State]



## Mandatory Form



### Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

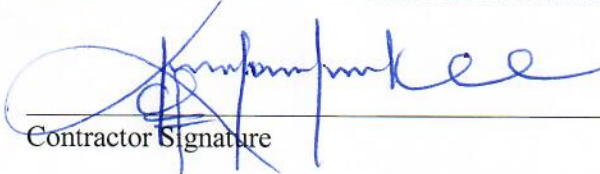
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

**APEX CONSULTING GROUP**

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

  
Contractor Signature

**01/30/24**

Date

**Charles C. A. Mgbeike, P.E.**

Printed Name

**President**

Title



# EXHIBIT B

March 11, 2024

**Mr. Jon McGuff**  
Fort Bend County Facilities  
301 Jackson  
Richmond, Texas TX 77469

**Re: DESIGN FEE Proposal - RFQ #24-024 – NORTH ANNEX PARKING ADDITION - KATY TX**

Dear Mr. McGuff:

Per your request, attached is our Design fee proposal for the referenced project. The fee for the parking lot (includes topo survey by APEX) is **\$12,500.00** (twelve thousand, five hundred).

Thank you for this opportunity to provide our services to Fort Bend County. Please feel free to call our office if you have any questions or concerns.

Sincerely

Charles C. A. Mgbeike, P.E.  
President