

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR DESIGN/BUILD SERVICES FOR RENOVATION OF
DISTRICT CLERK PASSPORT OFFICE
(DESIGN PHASE)
RFQ 24-054**

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").

W I T N E S S E T H

WHEREAS, County desires that ACG provide Design/Build services for renovation of the Fort Bend County District Clerk Passport Office pursuant to RFQ 24-054 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. ACG shall render the design portion of the Services to County as defined in relevant parts of the County's Request for Qualifications (RFQ) 24-054 and ACG's Response to County's RFQ 24-054, collectively attached hereto as Exhibit "A" to this Agreement and incorporated fully by reference, and ACG's Fee Proposal for Engineering Design Services dated May 29, 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 Nineteen Thousand dollars and no/100 (\$19,000.00). 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:
 - 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 Nineteen Thousand dollars and no/100 (\$19,000.00), 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 Nineteen Thousand dollars and no/100 (\$19,000.00). 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 six (6) weeks 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. ACG 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
Attn: County Judge
401 Jackson St., 1st Floor
Richmond, Texas 77469

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

And: 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

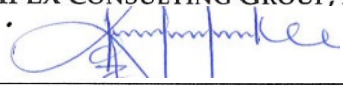
KP GEORGE, COUNTY JUDGE

DATE

ATTEST:

LAURA RICHARD, COUNTY CLERK

APEX CONSULTING GROUP, INC.



AUTHORIZED AGENT – SIGNATURE

CHARLES MGBEIKE, P.E.

AUTHORIZED AGENT- PRINTED NAME

PRESIDENT

TITLE

06/25/24

DATE

APPROVED:



JAMES KNIGHT, FACILITIES MANAGEMENT/
PLANNING DIRECTOR

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") 24-054, ACG's Response to County's RFQ 24-054

Exhibit B: ACG's Fee Proposal for Engineering Design Services, dated May 29, 2024

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EXHIBIT A

(Follows Behind)

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



**Design/Build Services for Renovation of District Clerk Passport Office
for Fort Bend County
RFQ 24-054**

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, April 23, 2024
2:00 PM (Central)

MARK ENVELOPE:

RFQ 24-054
District Clerk Passport Renovation

**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:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@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.

1.0 OBJECTIVE:

Fort Bend County, herein requests Request for Qualifications from qualified firms for design/build services for passport office interior renovations at the District Clerk Office, located at 1422 Eugene Heimann Circle, Suite 31004, Richmond, TX 77469. 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.

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: Q24-054.

3.2.3 Description is the title of the solicitation: Design/Build Services for Renovation of District Clerk Passport Office for Fort Bend County.

3.3 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.

General Decision Number: TX20240247 01/05/2024

Superseded General Decision Number: TX20230247

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)(1).

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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

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 \$12.90 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 2024.

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

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

Modification Number
0

Publication Date
01/05/2024

	Rates	Fringes
ASBE0022-009 07/03/2023		
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
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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
LABORER: Roof Tearoff	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation	\$ 9.49 **	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93 **	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22 **	0.34
OPERATOR: Forklift	\$ 15.64 **	0.00
OPERATOR: Grader/Blade	\$ 13.37 **	0.00
OPERATOR: Loader	\$ 13.55 **	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77 **	4.51
ROOFER	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00 **	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00 **	0.00
TILE SETTER	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95 **	5.23

TRUCK DRIVER: Dump Truck	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck	\$ 12.00 **	4.11
WATERPROOFER	\$ 14.39 **	0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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 National Office because National Office has responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (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 **Wednesday, April 10, 2024 at 2:00 PM** (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 commence after the conference, if necessary.

8.0 SCOPE OF WORK:

Design Build contractor to develop design, specifications, and cost estimate within the established project budget for all required scope items. Vendor is to perform light demolition of

existing file room (approximately 2,160 sf) consisting of raised flooring, electrical, lighting and mechanical, located in the existing District Clerk office. Interior finish out of nine (9) passport offices and one (1) reception office with waiting area. Typical finishes include metal stud walls with painted drywall, 2 x 2 acoustical lay in ceilings, carpet flooring, glass storefront system at waiting area and pass-thru tray at reception with bullet resistant glass. Spaces include waiting area, small storage, reception, and nine (9) offices. Existing HVAC system to be modified for typical office use to satisfy code-required air quality. Test and Balance to be performed at completion of construction. Modify electrical and data outlets as necessary. Analyze existing electrical panel capacity to serve intended use. Field verify any modifications needed to sprinkler system. Two (2) secure suite doors with card readers are to be added to existing corridors. Contractor is required to verify field conditions prior to construction.

9.0 ESTIMATED BUDGET:

Estimated budget to complete this project is \$250,000.

10.0 ESTIMATED SCHEDULE:

Advertisement begins:	March 31, 2024
Pre-RFQ conference	April 10, 2024
Deadline for questions:	April 16, 2024
Responses due:	April 23, 2024
Evaluation of Submissions:	Week of April 28th
Commissioners Court for permission to Negotiate:	May 14, 2024
Final Contract Approval Commissioners Court:	June 11, 2024

11.0 FORMAT OF RESPONSE, QUALIFICATIONS, AND EVALUATION FACTORS:

- 11.1 To facilitate evaluation of submittals, one (1) original, six (6) 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 = 20%)

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 = 35%)

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

- 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 Melissa Stavinoha, Senior Buyer at Melissa.Stavinoha@fortbendcountytexas.gov. **Questions will be accepted until 10:00 AM CST, Tuesday, April 16, 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 QUALIFICATIONS

**Design/Build Services for Renovation of District Clerk
Passport Office
RFQ 24-054**



**PREPARED FOR:
FORT BEND COUNTY**



BY

APEX CONSULTING GROUP, INC.



April 23, 2024

Ms. Melissa Stavinoha
Purchasing Department, Travis Annex,
301 Jackson, Suite 201
Richmond, Texas TX 77469

Re: **RFQ # 24-054** -(Design/Build Services for Renovation of District Clerk Passport Office)

Dear Ms. Stavinoha

Fort Bend County seeks submission from design-build firms to design and renovate the passport office at the Justice Center. Enclosed for your consideration is our Statement of Qualifications in response to the request for qualifications: RFQ #24-054 (Design/Build Services for Renovation of District Clerk Passport Office).

APEX Consulting Group (ACG) has the qualifications to provide the requested services. ACG is licensed by Texas Board of Professional Engineers (#2645). ACG has capabilities in engineering design, construction management, and design-build services. We have experienced engineers on staff and consultants who would plan, design, and manage your projects from start to finish.

We appreciate the opportunity to propose. If selected, ACG will commit its full resources to support this project and make it a great success.

Sincerely,

APEX Consulting Group, Inc.

A handwritten signature in blue ink, appearing to read "C. Mgbeike", with a large, stylized flourish on the left side.

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

TABLE OF CONTENTS



TABS:

- Title Page
- Letter of Transmittal
- Table of Contents
- Executive Summary

- 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 construct the District Clerk Passport office. The existing file room (2160 SF) will be renovated to nine (9) offices, a reception office, and a waiting room.

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) will be the primary contact for this project. If selected, he will sign 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 the 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

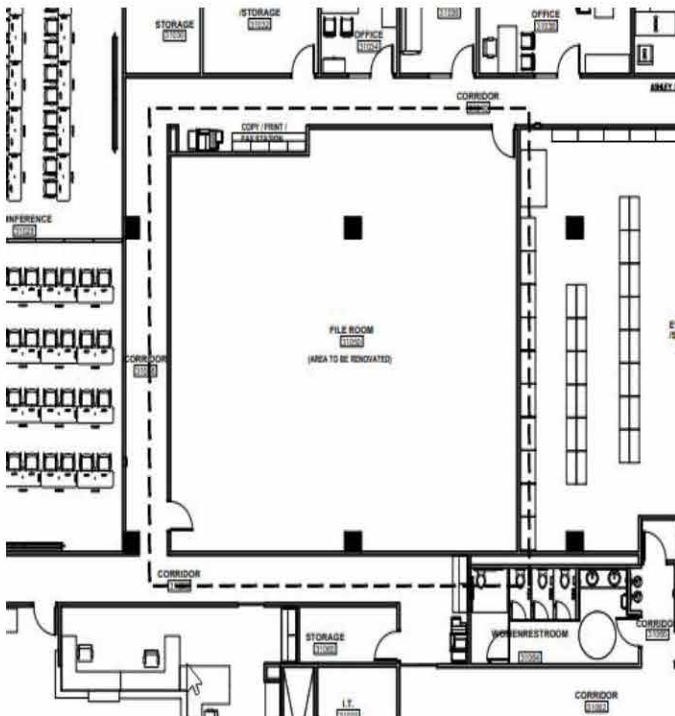
Website: www.apexengroup.com

TAB 1

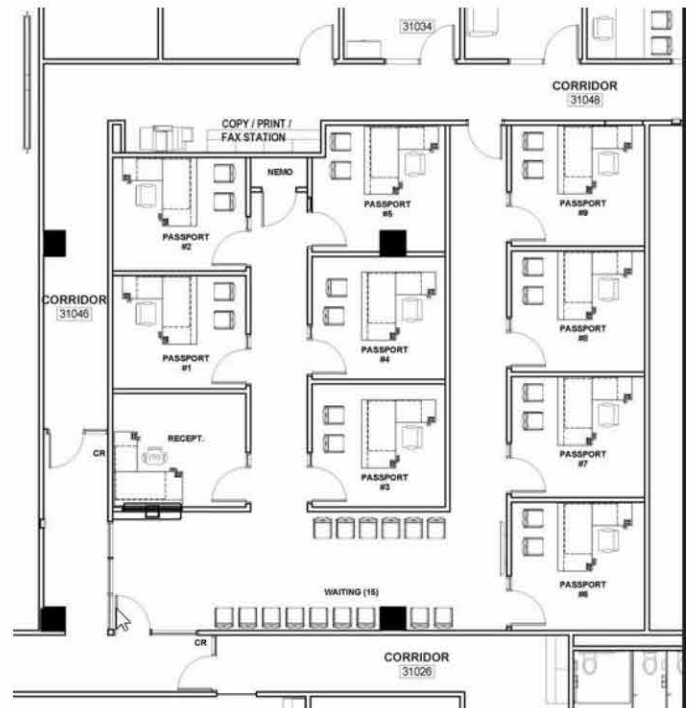
Understanding Scope of Work

1.0 Understanding the Scope of Work

Below is the proposed passport office layout. ACG has carefully reviewed and understood the project requirements.



PROJECT LOCATION PLAN



PASSPORT OFFICE LAYOUT

Below is a summary of the scope of work as understood:

- The project location is the current file room shown above. The existing raised floor, HVAC ducts, ceiling tiles, electrical / IT wiring, light fixtures, etc. will be demolished and removed.
- ACG will design, obtain permits, and build the passport office. We have completed projects of similar size, scope, and budget.
- The build-out will include metal framing, storefront window, bullet proof pass-thru window, acoustical ceiling, flooring, cabinetry, and P-Lam doors to match the existing.
- Electrical: New outlets, switches, lights, etc. will be installed. We will evaluate the existing panel to ensure it has reserve amps to serve the new offices.



- Data: Data drops will be provided in the new offices.
- HVAC: We will evaluate the existing HVAC system. We will modify the system to meet code. The system will be tested and balanced.
- Sprinkler: The sprinkler system will be checked and modified to meet code.
- Fire Alarm: The fire alarm system will be checked and modified to meet code.
- We will provide access-controlled doors with Card Readers in the corridors.

ACG will complete the tasks associated with this project, if selected. We will meet with FBC representatives to review project requirements prior to design. We will work cooperatively with FBC to ensure the project is completed on time and within budget.

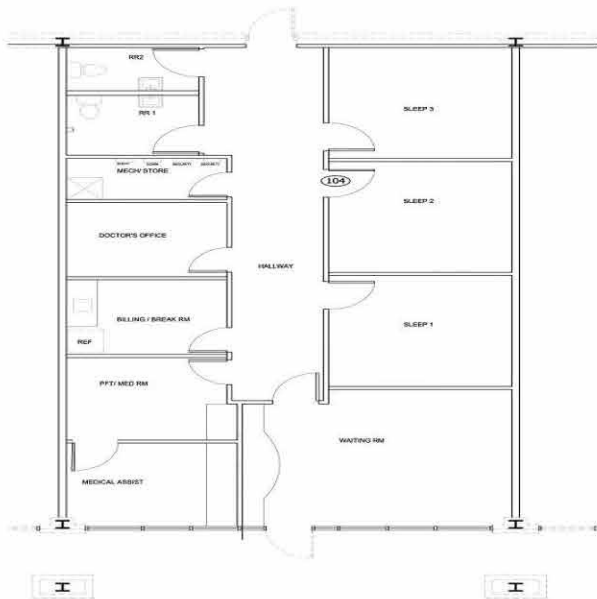
TAB 2

Firm's Experience

2.0 Firm's Experience

Below are ACG's recent projects that demonstrate our interior build-out experience.

1.) Sunrise Pharmacy, Corpus Christi, TX



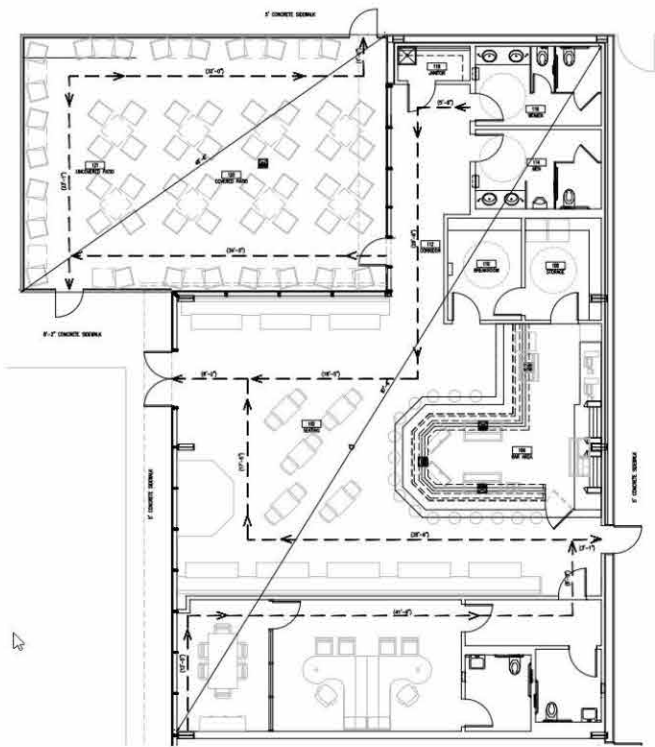
INTERIOR BUILD-OUT PLAN



FRONT VIEW - SHELL

Project Name:	Sunrise Pharmacy (Design-Build)
Project Location:	6102 Parkway Drive, Corpus Christi, Texas
Project Description:	The above is a 9000 SF commercial building, located at 6102 Parkway Drive. ACG designed and constructed the building shell (9000 SF) and two interior buildouts (1800 SF each buildout). The buildouts included metal framing, flooring, ceiling tiles, P-lam doors, cabinetry, electrical, HVAC, plumbing, fire alarm, etc. ACG completed the project on time and within budget.
Owner/ Client:	Sunrise Pharmacy
Contact:	Moses Nwaigwe, R. Ph (361.633.0988)
Completion Date:	February 2021
Project Final Cost:	\$1,450,000.00 (Shell & Interior Buildouts)

2.) The Spot Lounge – Houston, TX



INTERIOR BUILD-OUT PLAN



FRONT VIEW – SHELL

Project Name: **The Spot Bar & Lounge**

Project Location: **2003 Emancipation Ave, Houston, Texas**

Project Description: The above is a 7000 SF commercial building located at 2003 Emancipation Ave. ACG constructed the building shell (7000 SF) and the interior buildout (3000 SF). The buildout included metal framing, flooring, ceiling tiles, p-lam doors, cabinetry, electrical, HVAC, plumbing, fire alarm, etc. ACG completed the project on time and within budget.

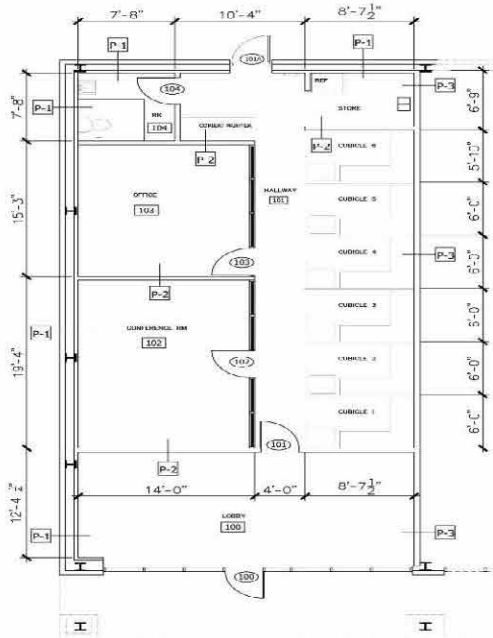
Owner/ Client: **WASC Property, LLC**

Contact: **Adfanie Gray (281.435.6602) 713.858.8173**

Completion Date: **July 2021**

Project Final Cost: **\$1,150,000.00 (Shell & Lounge Buildout)**

3.) Teal Run Plaza II, Fresno, TX



INTERIOR BUILD-OUT



FRONT VIEW - SHELL

Project Name: **Teal Run Plaza II (Design-Build)**

Project Location: **12131 Highway 6 South, Fresno TX**

Project Description: The above is a 8000 SF commercial building located at 12131 Highway 6 South, Fresno TX. ACG designed and constructed the building shell (8000 SF) and one interior buildout (1600 SF). The buildout included metal framing, flooring, ceiling tiles, p-lam doors, cabinetry, electrical, HVAC, plumbing, fire alarm, etc. ACG completed the project on time and within budget.

Owner/ Client: **CECO Partners**

Contact: **Stanley Madumere (281.435.6602)**

Completion Date: **December 2019**

Project Final Cost: **\$980,000.00 (Shell & Office Buildout)**

4.) UBA Pharmacy, San Antonio, TX



INTERIOR BUILD-OUT

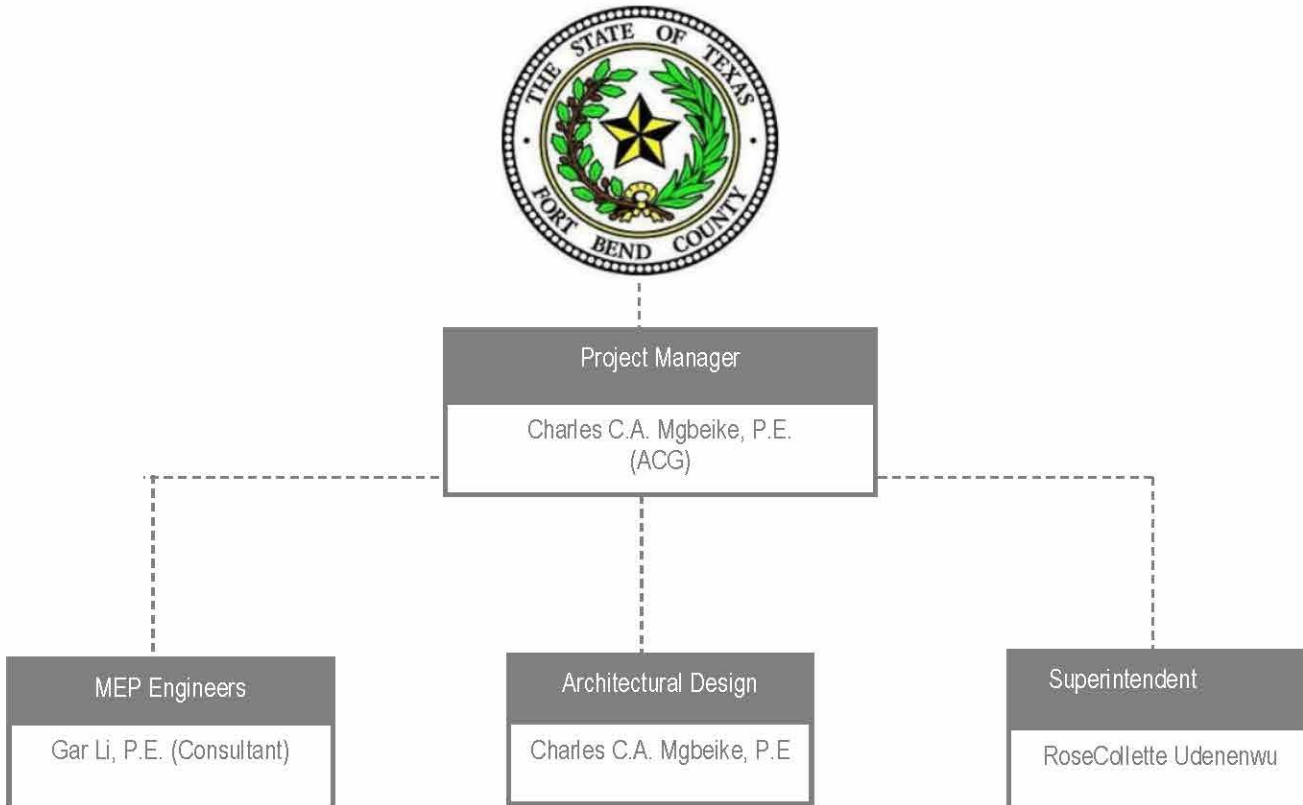


FRONT VIEW -SHELL

Project Name:	UBA Pharmacy (Design-Build)
Project Location:	2003 Rogers Road, San Antonio, Texas
Project Description:	The above is 7000 SF commercial building located at 2003 Rogers Road, San Antonio, TX. ACG designed and constructed the building shell (7000 SF) and one interior buildout (3100 SF). The buildout included metal framing, flooring, ceiling tiles, p-lam doors, cabinetry, electrical, HVAC, plumbing, fire alarm, etc. ACG completed the project on time and within budget.
Owner/ Client:	UBA PHARMACY, LLC
Contact:	Chibe Ubabuiké, R.Ph (210.872.5883)
Completion Date:	May 2020
Project Final Cost:	\$1,250,000.00 (Shell & Office Buildout)

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 subconsultants/ subcontractors will work cooperatively with FBC representatives 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 delivery.

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 Lounge / Retail / Offices	Houston, TX	WASC Properties	Adfanie Gray 713.858.8173	July 2021
Teal Run Plaza II Retail & Offices	Fresno, TX	CECO Partners	Stanley Madumere 281.435.6602	Dec. 2019
UBA Pharmacy/ Medical Offices	San Antonio, TX	UBA Pharmacy	Chibe Ubabuike 210.872.5883	May 2020

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 Lounge / Retail / Offices	Houston, TX	WASC Properties	Adfanie Gray 713.858.8173	July 2021
Teal Run Plaza II Retail & Offices	Fresno, TX	CECO Partners	Stanley Madumere 281.435.6602	Dec. 2019
UBA Pharmacy/ Medical Offices	San Antonio, TX	UBA Pharmacy	Chibe Ubabuike 210.872.5883	May 2020

RELATED Education

Bachelor of Science – Construction Management

University of Houston - Main – Houston, TX

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.

TAB 5

Firm's Management Plan

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 dprojects 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.⁴

TAB 6

Required Forms



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

April 17, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFQ 24-054 – Design/Build Services for
Renovation of District Clerk Passport Office for Fort Bend County

Addendum 1:

Attached is Addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include additional Exhibit under section 18.2 and Q&A #1.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Melissa Stavinoha at Melissa.Stavinoha@fortbendcountytexas.gov

APEX Consulting Group
Company Name

[Signature]
Signature of person receiving addendum

4/17/24
Date

If you have any questions, please contact this office.

Sincerely,

[Signature]
Melissa Stavinoha
Senior Buyer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2024

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).

PRODUCER **Diana Insurance Agency**
11209 BELLAIRE BLVD C20
HOUSTON TX 77072

CONTACT
NAME:
PHONE (A/C, No, Ext): **281-933-5599** FAX (A/C, No): **281-933-5055**
E-MAIL ADDRESS: **staff.dtran@farmersagency.com**

INSURED **APEX CONSULTING GROUP INC**
9888 BISSONNET ST #415
HOUSTON TX 77036

INSURER(S) AFFORDING COVERAGE
INSURER A: **SCOTTSDALE INSURANCE COMPANY** NAIC #
INSURER B: **FARMERS INSURANCE COMPANY**
INSURER C: **TEXAS MUTUAL INSURANCE CO.**
INSURER D:
INSURER E:
INSURER F:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☒ ☒	606618647	3/9/2024	3/9/2025	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 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒ ☒	606618649	03/07/2024	03/07/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	☐ ☐				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☐ N/A	0002107901	03/15/2024	03/15/2025	☒ PER STATUTE ☐ OTH-ER 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
		☐ ☐				
		☐ ☐				
		☐ ☐				

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

CERTIFICATE HOLDER

FORT BEND COUNTY
MEMBERS OF COMMISSIONERS COURT
301 JACKSON STREET SUITE 201
RICHMOND TX 77469

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2024

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.

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PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370	CONTACT NAME: Rachel Sheridan PHONE (A/C, No, Ext): 360-930-6094 E-MAIL ADDRESS: rachel.sheridan@assuredpartners.com	FAX (A/C, No): 360-930-6094
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : HOUSTON CASUALTY COMPANY		42374
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

License#: 6003745
MCAENGI-01**COVERAGES****CERTIFICATE NUMBER:** 1141538896**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab;Claims Made			HCC2470910	4/12/2024	4/12/2025	\$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
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

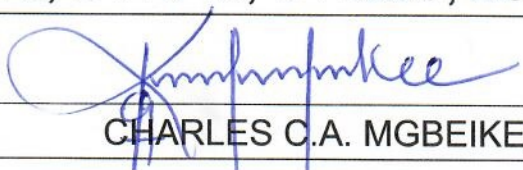


COUNTY PURCHASING AGENT
Fort Bend County, Texas

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	☒ Corporation/LLC ☐ Sole Proprietor/Individual	☐ Partnership ☐ 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	☒ No ☐ 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 ☒ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☒ WBE-Women's Business Enterprise ☐	Certification # 23-12-8307 Certification # _____ Certification # 1760561817600 Certification # _____	<table border="1"><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>7/2023</td><td>6/2025</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>7/2023</td><td>6/2026</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	7/2023	6/2025	_____	_____	7/2023	6/2026	_____	_____
Cert Date	Exp Date												
7/2023	6/2025												
_____	_____												
7/2023	6/2026												
_____	_____												
Company's gross annual receipts	<table border="1"><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 ☒ _____</td></tr><tr><td>\$5,000,000-\$16,999,999 _____</td><td>\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____</td></tr></table>			<\$500,000 _____	\$500,000-\$4,999,999 ☒ _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____						
<\$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)	541310, 541340, 541350, 236210, 236220												
Signature of Authorized Representative													
Printed Name	CHARLES C.A. MGBEIKE, P.E.												
Title	PRESIDENT												
Date	04/23/24												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
APEX CONSULTING GROUP, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
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.
☐ Other (see instructions) ▶

☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate

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.)
9888 BISSONNET STREET, SUITE 415

6 City, state, and ZIP code
HOUSTON, TX 77036

7 List account number(s) here (optional)

Requester's name and address (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

____ - ____ - ____

or

Employer identification number

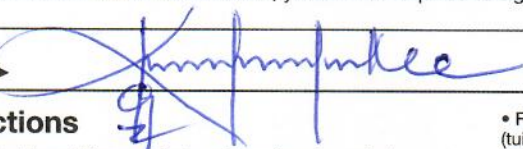
76 - 0561817

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.

Sign Here Signature of U.S. person ▶  Date ▶ **03/19/24**

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.

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.

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.

A handwritten signature in blue ink, appearing to read "Charles C. A. Mgbeike", is written over a horizontal line.

Contractor Signature

04/23/24

Date

Charles C. A. Mgbeike, P.E.

Printed Name

President

Title

EXHIBIT B

(Follows Behind)



9888 Bissonnet Street, Suite 415, Houston, Texas 77036 Cell: (832) 512.6000 Office: (713) 779-5700
E-mail: info@apexengroup.com; Website: apexengroup.com

FEE PROPOSAL FOR ENGINEERING DESIGN SERVICES

Project: Fort Bend County – Design – Build Services – Renovation of District Clerk Passport Office, Richmond, Texas – FBC Q24-054

ACG Project No. 2024-016

Date: May 29, 2024

RE: Fort Bend County Facilities intends to build out 2160 SF space for the District Passport office @ the Justice Center. The project includes Arch and MEP design, permitting and construction. The estimated project budget is \$250,000.00.

Scope of Services:

Design scope includes:

- Architectural Design
- MEP Analysis & Design
- Fire Alarm/ Sprinkler Analysis & Design
- Construction Documents

Specific Tasks

I. Construction Documents:

- (1) Cover Sheet
- (2) Architectural Site Plan, Details, and Notes
- (3) MEP Plans, Details, and Notes
- (4) Fire Alarm/ Sprinkler Design/ Details/ Notes as required

II. Administrative Services:

- (1) Stamp Construction Plans
- (2) Submit Plans for permitting

Design Fee:

(A) Architectural & MEP Design / Constr. Documents (7%)		\$17,500.00
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(B) Misc – Reproduction/ Copies		\$1,500.00
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<u>Total Design Fee</u>		<u>\$19,000.00</u>
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Please note the above design fee above does not include City or County plan review and permit fees.
Thanks for considering ACG for your project. Please call if you have any questions.

A handwritten signature in blue ink, appearing to read 'C. Mgbeike', with a large loop at the beginning and a stylized 'e' at the end.

5/29/24

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

Jon McGuff
FBC Facilities