

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR DESIGN/BUILD FOR BLUERIDGE PARK RESTROOM PROJECT
(DESIGN PHASE)
RFQ 24-078**

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 BLS Construction, Inc., (hereinafter "Contractor"), 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 Contractor provide Design/Build services for the Blueridge Park Restroom Project pursuant to RFQ 24-078 and in accordance with Section 2269.301 of the Texas Government Code to design and document plans for construction for the restroom building at Blueridge Park (hereinafter "Services"); and

WHEREAS, Contractor 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

1.1 Contractor shall initially render the design portion of the Services to County as defined in relevant parts of the County's Request for Qualifications ("RFQ") 24-078, Contractor's response to County's RFQ 24-078, and Contractor's Professional Design Services Proposal, collectively attached hereto as Exhibit "A" and incorporated herein for all purposes.

1.2 Pursuant to Chapter 2258 of the Texas Government Code, all persons employed by Contractor under this Agreement shall be compensated at not less than the rates provided in Exhibit "B" attached hereto and fully incorporated herein. Contractor shall keep detailed records of each of its workers employed for the Project. Such records by Contractor shall be made available for to County for inspection at all reasonable times. Contractor shall further pay County sixty dollars (\$60.00) for each worker employed by Contractor for the provision of services described herein for each calendar day or part of the day that the worker was paid less than the rates provided in Exhibit B.

Section 2. Personnel

2.1 Contractor 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 Contractor 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.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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 Contractor's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of the design portion of the Services within the Scope of Services described in Exhibit A is Twelve Thousand Five Hundred Forty-Five and no/100 dollars (\$12,545.00). 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 Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 Contractor 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 Parks and Recreation 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, Contractor 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 Contractor 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 Contractor'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, and

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 Contractor's preceding Application for Payment, executed by Contractor 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 Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Services for which County or Contractor

might be responsible or encumbered (less amounts withheld by Contractor) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in 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 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.

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 Contractor upon the date determined substantially completed. County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after the Project is accepted by the County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. County shall have received from Contractor 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, Contractor 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, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Twelve Thousand Five Hundred Forty-Five and no/100 dollars (\$12,545.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Twelve Thousand Five Hundred Forty-Five and no/100 dollars (\$12,545.00).

4.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day

of the fiscal period for which appropriations were made without penalty, liability, or expense to Fort Bend County.

Section 5. Time of Performance

5.1 The time for performance of the Scope of Services (design only) by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than ten (10) months thereafter. Contractor 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.

5.2 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. Modifications and Waivers

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

6.2 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.

6.3 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 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

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

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor 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 presented for payment by Contractor to County. Contractor's final Pay Application for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 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, 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.

10.3 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 2 years beginning from the time that work under the Agreement is completed.

10.4 Builders Risk Insurance: Contractor 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 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 County for loss or damage occurring during the Work and shall name Contractor as the named insured and County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

Section 11. Performance and Payment Bond

Contractor 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

12.1 THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS CONTRACTOR OR ANY OTHER PARTY FOR ANY REASON ARE HEREBY DELETED. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

12.2 Contractor shall timely report all such matters to 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 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 County required by Contractor in the defense of each matter.

12.3 Contractor's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise

agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

12.4 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 Contractor, Contractor 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 Contractor are not at issue in the matter.

12.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify County, in the event County is found to have been negligent for having selected Contractor to perform the work described in this request.

12.6 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

12.7 Contractor 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 County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to County.

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

Section 13. Confidential and Proprietary Information

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

13.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event

Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

13.5 Contractor 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 Contractor 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 this Agreement are not proprietary or confidential information.

13.6 Contractor expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

Section 14. Independent Contractor

14.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

14.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

15.1 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).

15.2 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 Parks and Recreation Department
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: BLS Construction, Inc.
Attn: William Key
207 Fahrenthold Street
El Campo, Texas 77437

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 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.

15.3.2 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

Contractor 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

Section 17. Performance Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor 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 Exhibit A.

Section 18. Assignment and Delegation

18.1 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 are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 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.

Section 20. Successors and Assigns

County and Contractor 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 Contractor 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 exhibits this Agreement controls.

Section 26. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

26.1 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.

26.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

26.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

26.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in 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 AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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. Dispute Resolution

28.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

28.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

28.3. Each party shall be responsible for its own costs associated with the mediation.

28.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

(Execution Page Follows)

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

APPROVED:



Darren McCarthy, Director
Parks and Recreation

BLS CONSTRUCTION, INC.



Authorized Agent - Signature

William Key

Authorized Agent- Printed Name

President

Title

1/28/2025

Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: County's Request for Qualifications ("RFQ") 24-078, Contractor's Response to
County's RFQ 24-078, and Contractor's Professional Design Services Proposal; and
Exhibit B: Prevailing Wages

i:\agreements\2025 agreements\purchasing\parks\bls construction inc. (25-parks-100355)\agreement - design-
build.blueridge prk restroom proj (kcj - 1.8.2025) v2 1.14.2025

EXHIBIT A

*Fort Bend County, Texas
Request for Qualifications*



*Design/Build Services for Blueridge Park Restroom Project
for Fort Bend County
RFQ 24-078*

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, September 17, 2024
2:00 PM (Central)

MARK ENVELOPE:

RFQ 24-078
Blueridge Park Restroom Project

***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:
Tyler Kendziora
Senior Buyer
Tyler.Kendziora@fortbendcountytexas.gov

Vendor Responsibilities:

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



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

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

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 OBJECTIVE:

Fort Bend County, herein requests Request for Qualifications from qualified firms for design/build services for Blueridge Park Restroom Project. 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: Q24-078.

3.2.3 Description is the title of the solicitation: Design/Build Services for Blueridge Park Restroom Project

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 06/14/2024

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	Publication Date
0	01/05/2024
1	06/14/2024

	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 01/01/2024		
ELEVATOR MECHANIC	\$ 51.32	37.885+a+b
FOOTNOTES:		
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.		
B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.		
ENGI0450-002 04/01/2014		
POWER EQUIPMENT OPERATOR		
Cranes	\$ 34.85	9.85
IRON0084-002 06/01/2023		
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
PLAS0783-001 04/01/2023		

PLASTERER	\$ 31.34	10.30
PLUM0068-002 10/01/2023		
PLUMBER	\$ 34.86	11.68
PLUM0211-010 10/01/2023		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.31	12.61
SHEE0054-003 04/01/2020		
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
SUTX2014-023 07/21/2014		
ACOUSTICAL CEILING MECHANIC	\$ 16.41 **	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82 **	0.00
DRYWALL FINISHER/TAPER	\$ 16.30 **	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87 **	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87 **	0.73
IRONWORKER, REINFORCING	\$ 12.10 **	0.00
LABORER: Common or General	\$ 10.79 **	0.00
LABORER: Mason Tender – Brick	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50 **	0.00

LABORER: Pipelayer	\$ 12.94 **	0.00
LABORER: Roof Tearoff	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation	\$ 9.49 **	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93 **	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22 **	0.34
OPERATOR: Forklift	\$ 15.64 **	0.00
OPERATOR: Grader/Blade	\$ 13.37 **	0.00
OPERATOR: Loader	\$ 13.55 **	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77 **	4.51
ROOFER	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00 **	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00 **	0.00
TILE SETTER	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95 **	5.23

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 **Tuesday, September 3, 2024 at 9:00 AM** (central). The pre-RFQ conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All vendors are encouraged to attend. A site visit will commence after the conference, if necessary.

8.0 SCOPE OF WORK:

- 8.1 The project will include the design and construction of an estimated 506 square foot restroom at Blueridge Park. The restroom building will include four toilets, two urinals, two sinks, baby changing station, privacy porch, central plumbing service chase, interior painted concrete walls, painted stucco exterior walls with split face block reveal, metal roof panels over painted concrete gable roof, galvanized steel doors and building vents with galvanized steel door frames; interior and exterior light fixtures, hot water heater, exhaust fan, PVC waste piping, Type L copper cold water piping, bi-level drinking fountain with a bottle filler, restroom signage, and all stainless steel fixtures and toilet accessories per ADA guidelines. The restroom is to be a precast, pre-engineered modular structure with façade modifications on a concrete slab. All utilities for restroom to be connected to existing site utilities.

9.0 ESTIMATED BUDGET:

Estimated budget to complete this project is \$255,000.

10.0 ESTIMATED SCHEDULE:

Advertisement begins:	August 25, 2024
Pre-RFQ conference	September 3, 2024
Deadline for questions:	September 10, 2024
Responses due:	September 17, 2024
Evaluation of Submissions:	Week of September 22nd
Commissioners Court for permission to Negotiate:	October 22, 2024
Final Contract Approval Commissioners Court:	November 19, 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. (Tabs should be in the format of insertable binder tab dividers.)

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 under Tab for Firm Experience.

Staff Experience (weight factor = 25%)

Tab 3

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

Financial Stability (weight factor = 5%)

Tab 4

- Complete and accurate responses to the following questions:
 - a. Has your Company ever failed to complete any work awarded to it in the last ten (10) years?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers in the last ten (10) years?
 - c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If yes, please provide details.
 - d. Does your company have the ability to obtain payment and performance bonds required for this project?

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

Tab 5

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

Overall Completeness of Proposal (weight factor = 5%)

Tab 6

- Required Proof of Insurance

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

12.0 SELECTION PROCESS:

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

13.0 PERFORMANCE AND PAYMENT BONDS:

The successful firm, upon execution of agreement, will be required to provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

14.0 RETAINAGE:

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

15.0 QUESTIONS:

Questions about this Statement of Qualification Package should be directed in writing to Tyler Kendziora, Senior Buyer at tyler.kendziora@fortbendcountytexas.gov. **Questions will be accepted until 9:00 AM CST, Tuesday, September 10, 2024.**

16.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

17.0 ADDITIONAL REQUIRED FORMS:

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

- 17.1 Current Proof of Insurance
- 17.2 Vendor Information Form
- 17.3 W9 Form
- 17.4 Tax Form/Debt/Residence Certification
- 17.5 Contractor Acknowledgement of Stormwater Management Program

18.0 EXHIBIT:

- 18.1 Site planning diagram

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

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 ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

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

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

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

Fort Bend County Tax Acct. No.*

Property address or location**

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

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

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

☐ Yes ☐ No If yes, attach a separate page explaining the debt.

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

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

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

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

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

[City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

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

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

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

(Company/Contractor)

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

Contractor Signature

Date

Printed Name

Title



1

RESTROOM LAYOUT PLAN

SCALE: 1" = 10'-0"

1" = 10'-0"

010'20'



ASAKURA
ROBINSON

2500 Summer Street, Suite 3228 Houston Texas 77007
P: 713.337.5830 www.asakurarobinson.com

BLUERIDGE PARK
IMPROVEMENTS 1B
RESTROOM

5600 COURT RD
HOUSTON, TX 77051

- CONSULTANTS:
- CIVIL ENGINEERS:
KALUZA INC.
3014 Avenue I
Rosenberg, Texas 77471
(281) 341.0008
www.kaluzainc.com
- GEOTECHNICAL ENGINEERS:
TOLUNAY-WONG ENGINEERS, INC.
10710 South Sam Houston Parkway West, Suite 100
Houston, Texas 77031
(713) 722.7064
www.twinc.com
- MEP ENGINEERS:
INFRASTRUCTURE ASSOCIATES
6117 Richmond Ave., Suite 200
Houston, Texas 77057
(713) 622.0120
www.iahouston.com
- STRUCTURAL ENGINEERS:
JAYMARK ENGINEERING CORPORATION
3730 Cypress Creek Parkway, Suite 108
Houston, Texas 77068
(346) 316.1181
www.jaymarkengineering.com

ISSUE	DATE	DESCRIPTION
00.00.00		

REVISION	DESCRIPTION
△ 00.00.00	

SEAL / REGISTRATION

THESE DOCUMENTS ARE
INCOMPLETE AND FOR
INTERIM REVIEW ONLY.
THEY ARE NOT TO BE
USED FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION.
KEIJI ASAKURA, RLA
REGISTRATION NO. 1170.

DRAWN BY: JW

CHECKED BY: EC

APPROVED BY: KA

DATE: 07.05.2024

PROJECT NO.: FBC2101

SHEET DESCRIPTION & NO.



FORT BEND COUNTY BLUERIDGE PARK RESTROOMS

REQUEST FOR QUALIFICATIONS-DESIGN/BUILD



WILLIAM KEY
207 FAHRENTHOLD STREET
EL CAMPO, TX, 77437
WILLIAM.KEY@BLSCONSTRUCTION.COM

RFQ 24-078

REQUEST FOR QUALIFICATIONS

FORT BEND COUNTY

**DESIGN/BUILD SERVICES FOR BLUERIDGE PARK
RESTROOM PROJECT**

BLS CONSTRUCTION, INC.



207 FAHRENTHOLD STREET
EL CAMPO, TX 77437

Office: 979-543-2696
Fax: 979-543-5006

Letter of Transmittal

September 13, 2024

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

RE: RFQ 24-078: Fort Bend County Blue Ridge Park Restroom Project

Dear Purchasing Department,

We appreciate the opportunity to submit our qualifications to design/build the Blue Ridge Park restrooms for Fort Bend County.

The response and all attachments are being submitted as a statement of qualifications and request for consideration of the firm to provide design/build services for this project. It would be a privilege to be considered for this project.

I, William Key, President of BLS Construction, Inc. will be representing our firm. You can reach me any time by phone or email.

We look forward to the opportunity to serve your community.

Sincerely,

William Key

William Key
President of BLS Construction, Inc.
207 Fahrenthold Street
El Campo, TX, 77437
979-543-2696 Office
979-637-0427 Cell Phone
william.key@blsconstruction.com

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(INSURANCE, VENDOR FORMS, W-9, DEBT FORM, & STORMWATER MANAGEMENT PROGRAM FORM)





Executive Summary

BLS Construction is proposing to design, build, and construct 560 sq ft of pre-cast, pre-engineered modular structured restrooms including four toilets, two sinks, a baby changing station, privacy porch, central plumbing service chase, interior painted concrete walls, painted stucco exterior walls with split face block reveal, metal roof panels over painted concrete gable roof, galvanized steel doors and building vents with galvanized steel door frames; interior and exterior light fixtures, hot water heater, exhaust fan, PVC waste piping, Type L copper cold water piping, bi-level drinking fountain with bottle filler, restroom signage, and all stainless steel fixtures and toilet accessories per ADA guidelines. Our work will follow and adhere to the prevailing wage requirements of the project and to the design and specifications within the budget for all scope of work.

William Key will be the managing the project and may be reached at (979)-543-2696 or (979)-637-0427, or by email, william.key@blsconstruction.com.

Our on-site superintendent will be Leroy Condel and he may be reached at (979)-332-0846, or by email, leroy.condel@blsconstruction.com. You will have a full time superintendent on this job.

UNDERSTAND SCOPE OF WORK



UNDERSTANDING THE SCOPE OF WORK-SITE SPECIFIC

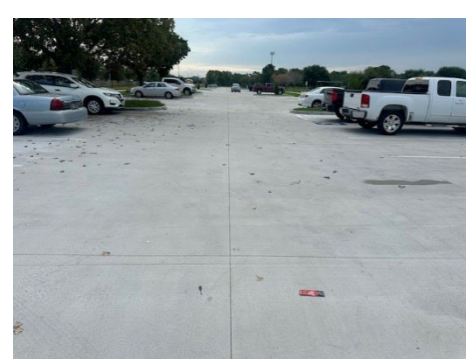
This project, although small in size, is actually a project that needs careful project coordination. This project is located at 5600 Court Rd and has integrated parts to multiple phases. It is our understanding that this project is one of many phases as described in the prebid meeting. Thus, we will need to work with the hired consultants that the county has already engaged for all other phases combined. This is critical as it relates to civil elevations, access to public facilities, ADA compliance, and essentially the end goal of the county for this multi-phased project. For example, there is currently a water meter box (see pictures below) located directly underneath the future slab of this building. This example of just how critical it will be for our team of architects, engineers, and consultants to facilitate the infrastructure of not only this project but the other phases of the project is essential. We wish to work hand in hand with those firms, so the future outcome of the project facilitates all other parties. Although this water box seems like a small piece of the puzzle, it shows that BLS will review onsite conditions and help facilitate not only the restrooms but essentially a greater project for the entire multi-phased job.

As it relates to also understanding this scope, and after going onsite to see the existing conditions, the one critical item I see in constructing this facility is site security and fencing. Being this project is located in a public park, we will be cognizant of security fencing and ensure this as a top priority. The main entrance to the walking path entrance is directly at this location. We will maintain security fencing and most importantly cleanliness by our job superintendent, Leroy.

Building park restroom facilities with this type of structure is right up our alley. We have listed three projects completed recently that are very similar if not almost exact in size and structure. We have built lots of restrooms in other facilities, but we have also built stand-alone restroom facilities as well. These facilities include toilets, sinks, toilet accessories (inclusive of baby changing stations), porches for pre-engineered structures, and many types of facades including stucco and masonry. This facility obviously being ADA compliant is something we have tons of experience performing as well.

This project as it relates to scheduling will include an initial schematic design and thus a meeting with the county. As stated above, we will need to include all other consultants hired for the entire phased project. After schematic design, we will follow the same standard procedure for design development drawings, construction drawings, and then permit drawings. All through this process we will be updating the owner on costs/budget decisions. Once completed, we can finalize a true GMP contract amount and then start building!

This build should be about 5 months of construction from start to finish, and we will obviously provide a Gantt chart showing that.



UNDERSTAND SCOPE OF WORK

BLS Construction's Preconstruction Program

Our preconstruction program commitment is to build value, quality and accuracy into every dollar our clients entrust with us. We have continued to provide a full spectrum of preconstruction services that our clients can depend on. As your trusted partner and steward of your resources, we strive to understand the Mission and Vision of each project we build. As a team, our goal is to provide an exceptional experience and value for your project. BLS has a team you can trust to be on board during the early stages, which will ensure your project is set up for success.

Establish Project Goals

Preconstruction is vital to ensuring our clients know what to expect during every step of the building process. By establishing early project goals, it helps us to achieve our common goal, a successful project delivery. We begin our process by learning about your company and the vision for your project, then we make sure the project scope is understood by all project participants. We analyze the site of the project and confirm the requirements can be met without future surprises or excessive cost. Finally we establish procedures for decision making and outline the responsibilities of Fort Bend County Purchasing Department and BLS Construction, Inc. and any other parties involved.

Risk Management

Risk management is one of the most critical elements of project success. The construction industry operates in an uncertain environment where conditions can quickly change depending on the complexity of the project. We prefer to identify risks in the early stages of the project so that we can help our clients make the best financial decisions for their project in the beginning. In later stages, we will assist our team in controlling critical elements which can negatively impact the project success. By monitoring the project we can uncover early warnings that may impact the time, cost or quality of the project.

Delivery Process

BLS Construction Inc. will ensure the quality of work meets the requirements that have been designed through our construction management role. Our Quality Control Program serves as documentation of the organizational structure, functional responsibility, levels of authority, and lines of communications for the activities that affect quality. Quality control is thoroughly documented through submittal logs. The daily construction logs are reviewed and discussed at weekly meetings with the team so BLS can ensure the proper materials and methods are being used by subcontractors and suppliers. We follow this up with on-site inspection of all phases of construction.

FIRM'S EXPERIENCE



FIRM'S EXPERIENCE THAT RELATES TO BLUE RIDGE PARK RESTROOMS

CITY OF EDNA SHELBY PARK CONCESSION STAND/RESTROOMS GENERAL CONTRACTOR

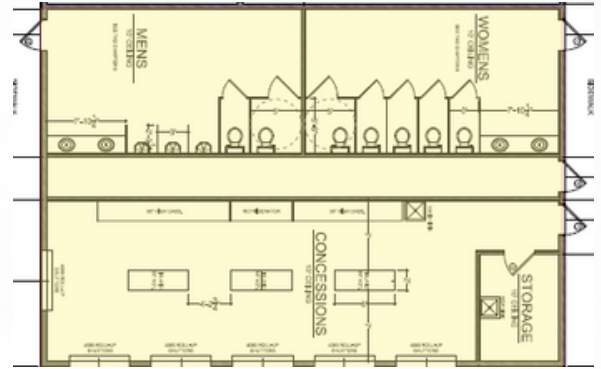
Edna, TX

Owner Rep: Gary Brodz-City Manager-361-782-3122

Contract Amount: \$305,018.41

Completion Date: March 2025

Description: New construction of a 36' x 52' x 16' pre-engineered metal building with a 12' x 52' lean to. The metal building will include a concession stand and restrooms.



WHARTON COUNTY JUNIOR COLLEGE RESTROOMS GENERAL CONTRACTOR

Wharton, TX

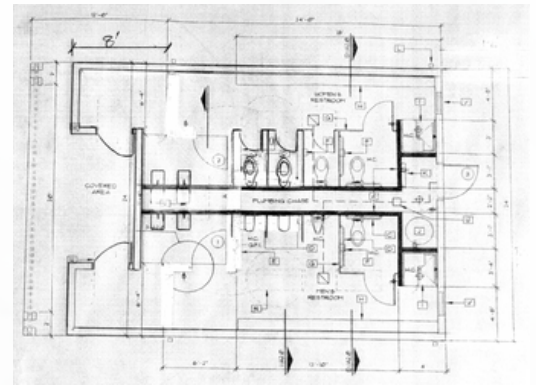
Owner Rep: Mike Feyen-

Director of Facilities Management-979-532-6359

Contract Amount: \$148,922.00

Completion Date: August 2019

Description: Addition and renovation to the baseball field restrooms with porch extension.



CITY OF EL CAMPO PUBLIC SAFETY HEADQUARTERS RESTROOM BUILDOUT GENERAL CONTRACTOR

El Campo, TX

Owner Rep: Mindi Snyder-Former City Manager-979-541-9215

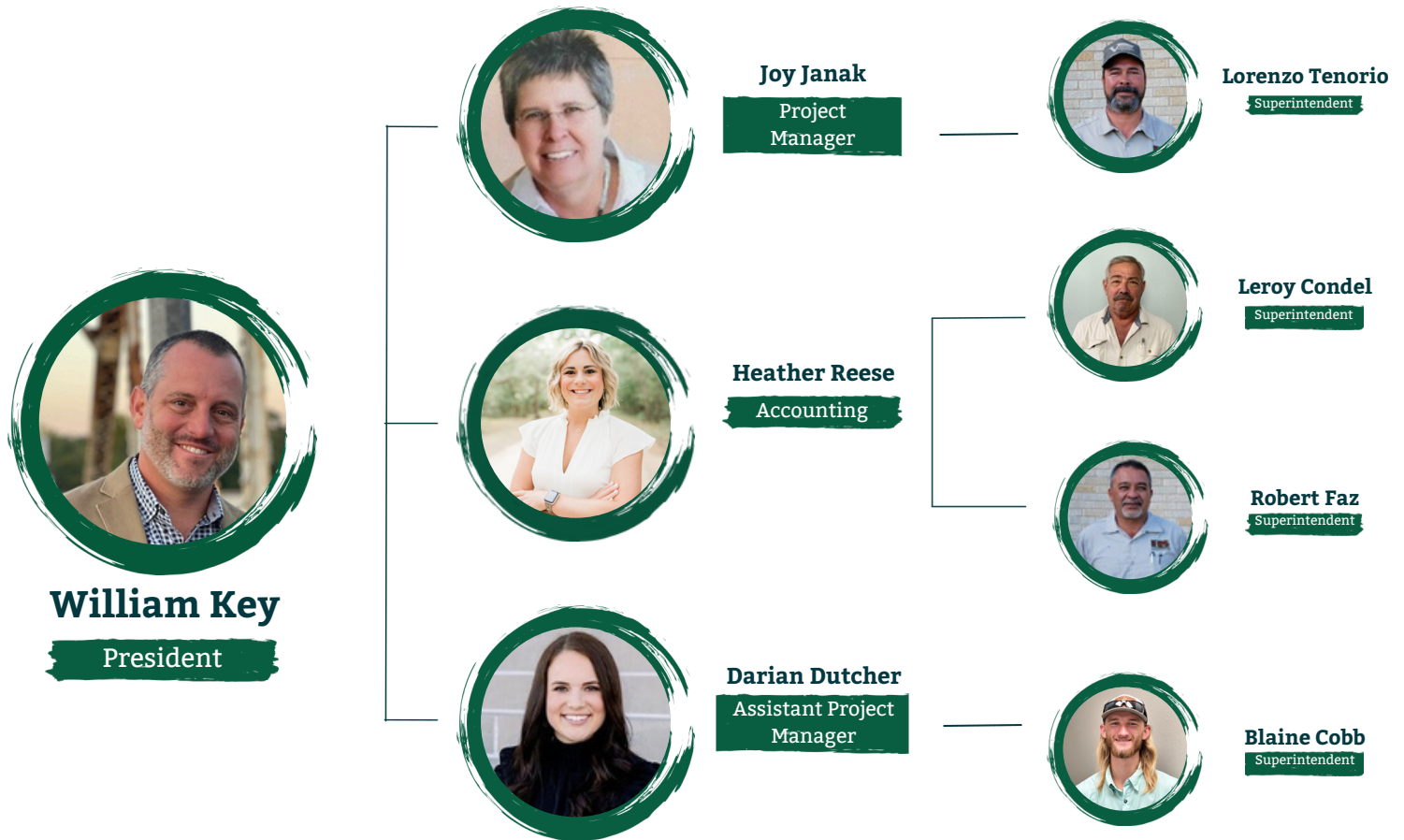
Contract Amount: \$101,610.00

Completion Date: June 2018

Description: (2) new restroom buildouts within the shell space provided by BLS.



EPS OUR TEAM CONSTRUCTION



STAFF'S EXPERIENCE



WILLIAM KEY

PRESIDENT



EDUCATION

Bachelor of Arts Business Major
Southwestern University

CONTACT INFORMATION

✉ william.key@blsconstruction.com

💻 www.blsconstruction.com

📍 207 Fahrenthold Street
El Campo, TX, 77437

📞 979-543-2696/979-637-0427

REFERENCES:

Tom Forney:
Camp Aranzaz Chairman of Board
Phone #: 713-829-3490

Celeste Harrison:
MEHOP CEO
Phone #: 979-245-2008

WORK EXPERIENCE

Career History-18 Years

BLS Construction, Inc. 2005-Present

EXPERIENCE

CITY OF EDNA SHELBY PARK CONCESSION STAND/RESTROOMS GENERAL CONTRACTOR

Edna, TX

Owner Rep: Gary Brodz-City Manager-361-782-3122

Completion Date: March 2025

Description: New construction of a 36' x 52' x 16' pre-engineered metal building with a 12' x 52' lean to. The metal building will include a concession stand and restrooms.

WHARTON COUNTY JUNIOR COLLEGE RESTROOMS GENERAL CONTRACTOR

Wharton, TX

Owner Rep: Mike Feyen-

Director of Facilities Management-979-533-1936

Completion Date: August 2019

Description: Addition and renovation to the baseball field restrooms with porch extension.

CITY OF EL CAMPO PUBLIC SAFETY HEADQUARTERS RESTROOM BUILDOUT

GENERAL CONTRACTOR

El Campo, TX

Owner Rep: Mindi Snyder-Former City Manager-979-541-9215

Completion Date: June 2018

Description: (2) new restroom buildouts within the shell space provided by BLS.

SKILLS

- Client & Project Team Communication
- Client Focused Problem Solving
- Accurate Project Estimations
- Exceptional Project Management
- Leadership
- Team Management
- Budget Management



JOY JANAK

SENIOR PROJECT MANAGER



EDUCATION

Master in Administration
Midwestern State University

CONTACT INFORMATION

✉ joy.janak@blsconstruction.com

🌐 www.blsconstruction.com

📍 207 Fahrenthold Street
El Campo, TX, 77437

📞 979-543-2696

REFERENCES:

Larry Rapsilver: President
Sealy Commercial Contractor Services
Phone #: 713-829-3490

Brad Cutright:
VP of Cutright & Prihoda, Inc.-Architects
Phone #: 979-966-8888

WORK EXPERIENCE

Career History-6 Years

BLS Construction, Inc. 2018-Present

EXPERIENCE

CITY OF EDNA SHELBY PARK CONCESSION STAND/RESTROOMS GENERAL CONTRACTOR

Edna, TX

Owner Rep: Gary Brodz-City Manager-361-782-3122

Completion Date: March 2025

Description: New construction of a 36' x 52' x 16' pre-engineered metal building with a 12' x 52' lean to. The metal building will include a concession stand and restrooms.

MISSOURI CITY ANNEX MEDICAL CLINIC RENOVATIONS GENERAL CONTRACTOR

Missouri City, TX

Owner Rep: Jon McGuff-Senior Project Manager-281-633-7018

Completion Date: May 2024

Description: Renovations of two exam rooms, negative pressure room, nurse's area, breakroom and file room

FIRST COLONY STORAGE BUILDING EXPANSION DESIGN/BUILD

Sugar Land, TX

Owner Rep: Martin Murdock-Vice President- 713-353-7265

Completion Date: April 2023

Description: New construction of a 5,184 sq ft pre-engineered metal canopy addition for the maintenance department

SKILLS

- Client & Project Team Communication
- Client Focused Problem Solving
- Accurate Project Estimations
- Exceptional Project Management
- Leadership
- Team Management
- Budget Management



LEROY CONDEL

LEAD SUPERINTENDENT



CONTACT INFORMATION

✉ leroy.condel@blsconstruction.com

💻 www.blsconstruction.com

📍 207 Fahrenthold Street
El Campo, TX, 77437

📞 979-543-2696

REFERENCES:

James Pierce:
President of Penner Electric
Phone#: 979-616-0201

Larry Rapsilver: Owner
Sealy Commercial Contractor Services
Phone #: 713-829-3490

WORK EXPERIENCE

Career History-30 Years

BLS Construction, Inc. 2016-Present

BLS Construction, Inc. 2001-2011

EXPERIENCE

CITY OF EDNA SHELBY PARK CONCESSION STAND/RESTROOMS GENERAL CONTRACTOR

Edna, TX

Owner Rep: Gary Brodz-City Manager-361-782-3122

Completion Date: March 2025

Description: New construction of a 36' x 52' x 16' pre-engineered metal building with a 12' x 52' lean to. The metal building will include a concession stand and restrooms.

WHARTON COUNTY JUNIOR COLLEGE RESTROOMS GENERAL CONTRACTOR

Wharton, TX

Owner Rep: Mike Feyen-

Director of Facilities Management-979-533-1936

Completion Date: August 2019

Description: Addition and renovation to the baseball field restrooms with porch extension.

CITY OF EL CAMPO PUBLIC SAFETY HEADQUARTERS RESTROOM BUILDOUT

GENERAL CONTRACTOR

El Campo, TX

Owner Rep: Mindi Snyder-Former City Manager-979-541-9215

Completion Date: June 2018

Description: (2) new restroom buildouts within the shell space provided by BLS.

SKILLS

- Client & Project Team Communication
- Client Focused Problem Solving
- Accurate Project Estimations
- Exceptional Project Management
- Leadership
- Team Management
- Budget Management
- Ensures Construction is done according to plans



FINANCIAL STABILITY



Questions	Response
a. Has your Company failed to complete any work awarded to it in the last ten (10) years?	No
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
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.	No
d. Does your company have the ability to obtain payment and performance bonds required for this project?	Yes

FIRM'S MANAGEMENT PLAN



FIRM'S MANAGEMENT PLAN

BLS Construction is committed to work with the project team on every aspect of the project cycle. We are dedicated to producing a project you will be proud of.

Our Overview of the Step-by-Step Delivery Process is as follows:

BLS utilizes Sage Master Builder Software to perform our accounting, scheduling, and project management procedures as listed below.

- Review proposed project program
- Review current construction documents
- Evaluate existing conditions
- Generate project construction estimate with comparative updates at each construction phase
- Provide collaborative effort with design professional for alternate concepts
- Identify long-lead items and specialty assemblies/systems
- Create initial project schedule including preconstruction, construction and post-construction phases
- Periodically up-date the estimate of cost and the project schedule as the design process progresses
- Apply for all required permits
- Orchestrate subcontractor/supplier procurement
- Establish project-specific quality assessment and safety programs
- Commence construction
- Pro-actively maintain communication with the Owner concerning construction progression and related documentation
- Budget Compliance
- Requests for Information
- Submittals
- Project Schedule
- Schedule and coordinate building inspections
- Continually monitor quality assurance and safety programs
- Coordinate final inspections for ultimate project completion
- Publish close-out documentation including releases of lien, as-built drawings and O&M documentation
- Follow-up with Owner during warranty period to resolve any issues that may appear

REQUIRED FORMS





BLSCONS-01

ARODRIQUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2024

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 AssuredPartners of Texas LLC 1120 Capital of TX Hwy South Bldg 3-300 Austin, TX 78746	CONTACT NAME: PHONE (A/C, No, Ext): (512) 328-7676 FAX (A/C, No): (512) 327-8337 E-MAIL ADDRESS: info@txassoc.com
	INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company INSURER B: FCCI Insurance Company INSURER C: Sirius Specialty Insurance Corporation INSURER D: INSURER E: INSURER F:
INSURED BLS Construction, Inc. 207 Fahrenthold Street El Campo, TX 77437	NAIC # 20141 10178 16820

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP100066088-03	1/31/2024	1/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA100066089-03	1/31/2024	1/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UMB100066091-03	1/31/2024	1/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC0100066090-03	1/31/2024	1/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented			CPP100066088-03	1/31/2024	1/31/2025	Limit 120,000
C	Prof/Pollution			CPPL-S0001854-03	1/31/2024	1/31/2025	Limit 1,000,000

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

Fort Bend County and members of the Commissioners Court

30 Day Notice of Cancellation

Certificate Holder is listed as additional insured on insured's General Liability & Auto Liability policies. Waiver of Subrogation listed on insured's General Liability, Auto Liability, and Work Comp policies.

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County 301 Jackson, Suite 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
-------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) B.L.S. Construction, Inc.	
	2 Business name/disregarded entity name, if different from above. BLS Construction, Inc.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 207 Fahrenthold Street 6 City, state, and ZIP code El Campo, TX. 77437 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					
or								
Employer identification number								
9	0	-	0	9	2	0	4	3 8

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Nesther Reese</i>	Date <i>7/11/2024</i>
------------------	--------------------------------------------------	--------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

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

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

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

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

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

Fort Bend County Tax Acct. No.*

Property address or location**

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

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

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

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

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

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

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

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

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

[City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

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

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

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

(Company/Contractor)

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

William Key

Contractor Signature

Date

Printed Name

Title



WWW.BLSCONSTRUCTION.COM

WE LOOK FORWARD TO WORKING WITH YOU!



207 FAHRENTHOLD STREET
EL CAMPO, TX 77437

Office: 979-543-2696
Fax: 979-543-5006

November 21, 2024

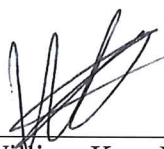
Attn: Fort Bend County
Blueridge Park Restrooms

Professional Design Services Proposal

- | | |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| • Survey | Provided by Kaluza |
| • Civil Engineering for Site | Provided by Kaluza |
| • Architectural Plans | Provided by Wallis Concrete & Asakura
(see attached) |
| • Pre-engineered Structure | Provided by Wallis Concrete or CXT
(Included in cost of building) |
| • Utility Connection Drawings
(Electrical, Plumbing, Civil Engineering) | Provided by Kaluza |
| • Geotechnical Report/Soils Foundation Design | \$2,300.00 |
| • Landscaping/Irrigation Plans | None |
| • ADA Plan Review | Included in cost of building
by Wallis Concrete |
| • City Permit Coordination with water/wastewater
connection coordination letters | \$7,870.00 |
| • Permit fees (building, site, water, & wastewater) to be
charged by City of Houston and paid direct by owner | |

Total Cost for Design Services: \$10,170.00 tax exempt

- | | |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------|
| • <u>Alternate #1:</u> Concrete Structural Foundation Design
(Only needed if building is not by Wallis Concrete) | Additional \$2,375.00 |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------|

Accepted by: 
William Key, President

Date: 11-21-2024

Accepted by: _____

Date: _____

Print Name/Title: _____

Prices listed above is limited to the work detailed on this proposal. Any changes or additions to the scope of work may affect the total cost. Proposal pricing is good for 30 calendar days from the date of this letter.

MODEL NUMBER : _____

MANUFACTURED AND ENGINEERED
COMFORT STATION
WALCON® MODEL NO.
6S-CW-2L-2U-GR-CC-ADA/TAS

SN 202200XX A & B

JOB NAME : _____

BLUE RIDGE PARK
RESTROOM BUILDING
FORT BEND COUNTY, TEXAS

JOB SITE ADDRESS : _____

FORT BEND COUNTY, TEXAS

SHEET INDEX : _____

S1 FLOOR PLANS, SECTIONS & GENERAL INFO.
S2 ELEVATIONS & ACCESSIBILITY DETAILS
S3 PLUMBING PLANS & FIXTURE PLANS
S4 ELECTRICAL PLAN, LINE DIAGRAM & LOAD ANALYSIS
S5 STRUCTURAL DETAILS & SCHEDULES

CODE DATA

APPLICABLE CODES FOR THE STATE OF TEXAS
2015 International Building Code w/appendices C,F,K & TX Amendments
2015 International Mechanical Code w/TX Amendments
2015 International Plumbing Code w/TX Amendments
2015 International Energy Conservation Code w/TX Amendments
2014 National Electrical Code w/TX Amendments
2012 Texas Accessibility Standard
Any Other Codes Applicable to Local Jurisdiction

ALLOWABLE AREA = 8,000 S.F.
ACTUAL AREA = 506 SF TOTAL
AREA EA REST RM = 216 SF
AREA CHASE = 72.24 SF

TYPE OF CONSTRUCTION = TYPE VB (NON RATED)
OCCUPANCY = GROUP "B"
OCCUPANCY LOAD/ ROOM = 216 S.F. RESTROOMS
50 (OCC. LOAD FACTOR)
OCCUPANCY LOAD/ ROOM = 2 = 72 CHASE
50 (OCC. LOAD FACTOR)

SNOW LOAD = 10 P.S.F.
WIND LOAD = 130 MPH - Vult (101 MPH Vasd) (EXP. 'C')
(Not designed for windborn Region)

SEISMIC DESIGN CATAGORY "B" .2 Second Response - 10%
1 Second Response - 4%

LIVE LOAD FLOOR = 50 P.S.F.
LIVE LOAD ROOF = 20 P.S.F.

GENERAL NOTES :

- ACCESS TO AND FROM THE RESTROOM BUILDING IS TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. CONTRACTOR TO COMPLY WITH ADA AND ALL CURRENT APPLICABLE CODES FOR SITE AND BUILDING ACCESS.
- WALLIS CONCRETE INC. AND ITS CONTRACTORS, CONSULTANTS, EMPLOYEES, FREELANCERS, OR OTHER WISE ARE NOT RESPONSIBLE FOR THE SOILS FOUNDATION SYSTEM, NOR SETBACKS AND LOCAL ORDINANCES. SPECIFIC FOOTING REQUIREMENTS, WATER TABLE LEVELS, AND SNOW LOAD REQUIREMENTS ARE TO BE COORDINATED BY THE CONTRACTOR.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONNECTION TO THE WATER SUPPLY, WASTE DISCHARGE LINES, AND ELECTRICAL SERVICE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPING AROUND THE BUILDING AND FOUNDATION PAD.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PREPARING THE SITE PRIOR TO ARRIVAL OF THE BUILDING AND SUPPLYING THE PROPER SIZE CRANE OR GRANES TO SAFELY SET THE BUILDING. ACCESS ROUTES AND OFF-LOADING AREAS MUST BE SUITABLE FOR OVERSIZED TRUCKS AND EQUIPMENT TO OPERATE UNDER THEIR OWN POWER IN A NONDESTRUCTIVE MANNER.

SUBSTITUTIONS :

THE MANUFACTURER RESERVES THE RIGHT TO CHANGE CONSTRUCTION AS MAY BE REQUIRED. SUBSTITUTION OF DOORS, HARDWARE, SKYLIGHTS, IF USED, TOILET ACCESSORIES, AND ELECTRICAL FIXTURE MAY BE ALLOWED IF THEY ARE OF EQUAL QUALITY. ALL SUBSTITUTIONS AND REASONS FOR SUCH MUST BE SUBMITTED IN WRITING FOR APPROVAL PRIOR TO INSTALLATION.

ALL CHANGES ARE SUBJECT TO TDLR DRA APPROVAL.

GENERAL STRUCTURAL NOTES :

SITE FOUNDATION :
BY OTHERS. BUILDING TO BE PLACED ON 2" MAXIMUM AGGREGATE BASE COURSE OVER 12" MINIMUM SELECT FILL COMPACTED TO 95% DENSITY. ASSUMED ALLOWABLE BEARING PRESSURE = 1500 psf. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONFIRM WITH GEOTECH REPORT AND SITE SOILS.

BUILDING FLOOR :
THE BUILDING FLOOR IS DESIGNED FOR THE BUILDING LOADS AND BASED ON THE SITE SPECIFIC GEOTECH REPORT. THE BUILDING SITE FOUNDATION WHERE THE BUILDING IS TO BE PLACED IS BY OTHERS.

CONCRETE :
5000 PSI AT 28 DAYS. A.C.I. CODES RECOMMENDATIONS AND PRACTICES APPLY. MINIMUM SLUMP IS 2"; MAXIMUM SLUMP IS 4".

REINFORCING :
ASTM A-615 GRADE 60. CRSI AND ACI MANUALS APPLY. CLEAR CONCRETE COVERAGES PER DETAILS. LAP SPICES IN CONCRETE 48 DIAMETERS.

STEEL :
ASTM A-36 MISCELLANEOUS PLATES, WELDED ANCHORS AND SHEAR CONNECTORS SHALL BE ICBO APPROVED NELSON, KSM OR EQUAL.

SUPPLEMENTARY NOTES :
PROVIDE ALL TEMPORARY SHORING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD ELEMENTS IN PLACE DURING FABRICATION, TRANSPORTATION AND PLACEMENT OF THE BUILDING.

THE STRUCTURAL ENGINEER SHALL NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE MANUFACTURER, CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

WELDING :
ALL CONSTRUCTION AND TESTING PER AMERICAN WELDING SOCIETY CODES AND RECOMMENDATIONS. ALL WELDING SHALL BE BY QUALIFIED WELDERS AND HAVING CURRENT EXPERIENCE IN TYPE OF WELD CALLED FOR. WELDING RODS TO BE LOW HYDROGEN TYPE, E70.

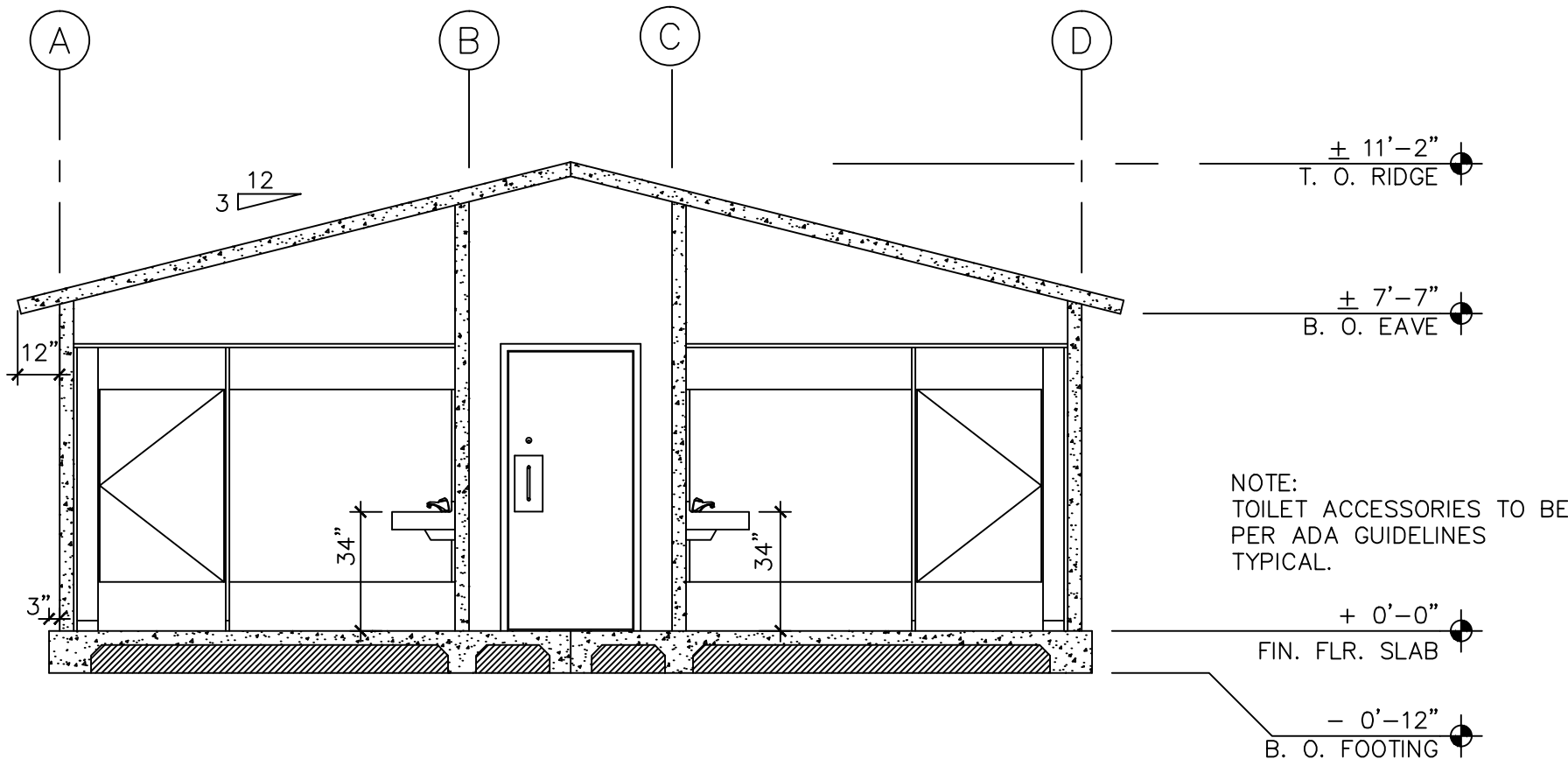
LIMITATIONS OF APPROVAL :

- THIS PRE-MANUFACTURED MODULAR BUILDING IS APPROVED FOR INSTALLATION ONLY IN LOCATIONS WHICH ARE WITHIN THE PARAMETERS OF THE DESIGN LOADS AND CLIMATE DATA INDICATED ON THE PLANS.
- THIS MODULAR BUILDING CONSISTS OF WALLS, FLOOR AND ROOF, WHICH ARE DESIGNED TO BE INSTALLED ON A SITE PREPARED FOUNDATION PAD BY OTHERS, SUBJECT TO GEOTECH REPORT AND LOCAL APPROVAL.
- REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION REGARDING ON-SITE CONSTRUCTION AND INSTALLATION REQUIREMENTS.
- BECAUSE THE BUILDING IS NEITHER HEATED NOR COOLED IT IS EXEMPT FROM COMPLIANCE WITH THE IECC ENVELOPE PROVISIONS, EXCEPT FOR THE APPLICABLE PROVISIONS OF CHAPTER 7 OR 8 REGARDING SERVICE WATER HEATING AND ELECTRICAL LIGHTING.

DATA PLATE :

TEXAS DECALS WILL BE PLACED AS DESCRIBED. TWO DATA PLATES SHALL BE PLACED IN THE CHASE, ONE FOR MODULE A AND ONE FOR MODULE B.

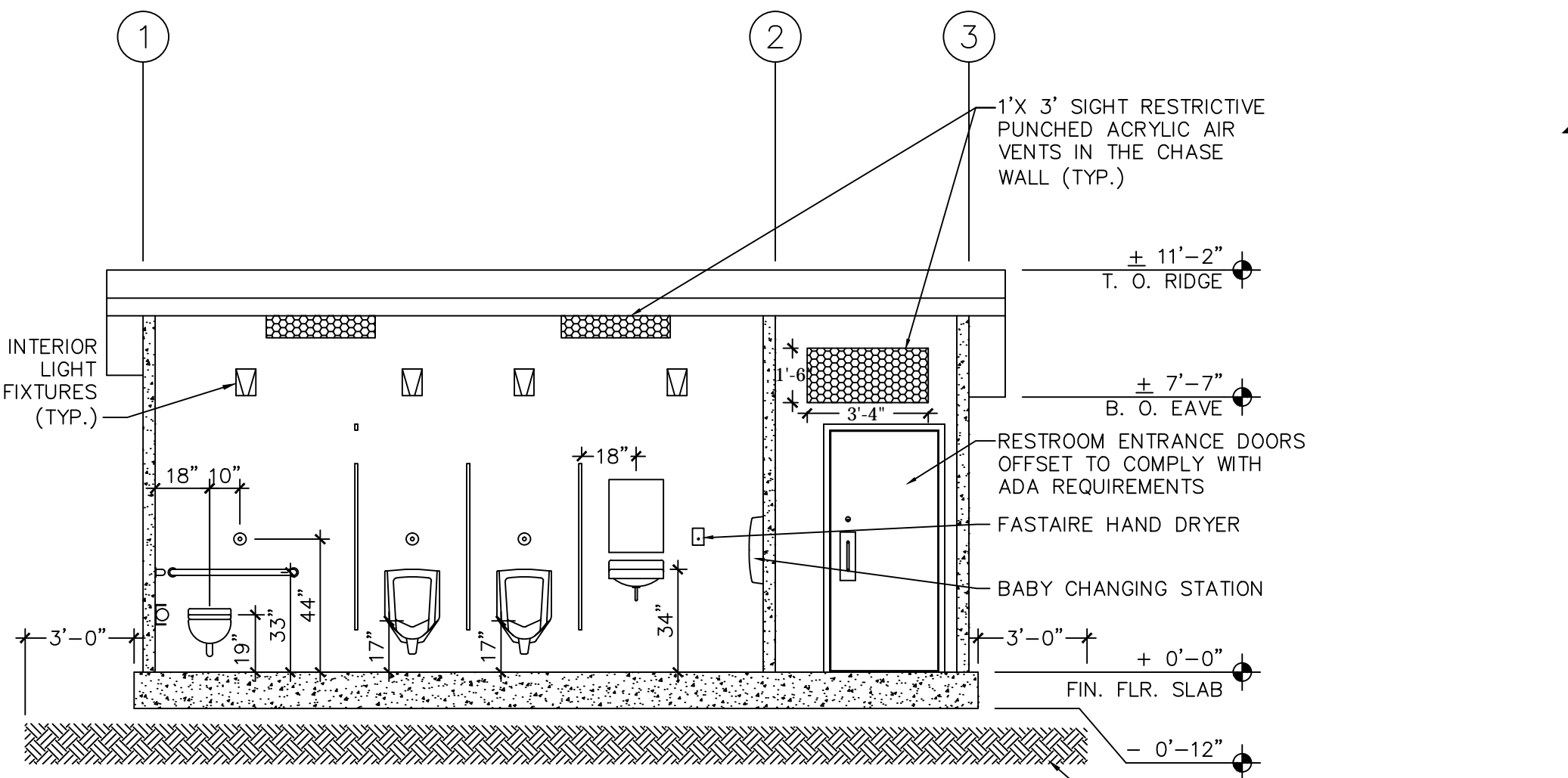
THE DATA PLATE MUST BE MADE OF A MATERIAL THAT WILL NOT DETERIORATE OVER TIME AND BE PLACED PERMANENTLY.



BUILDING SECTION

SCALE : 1/4" = 1'-0"

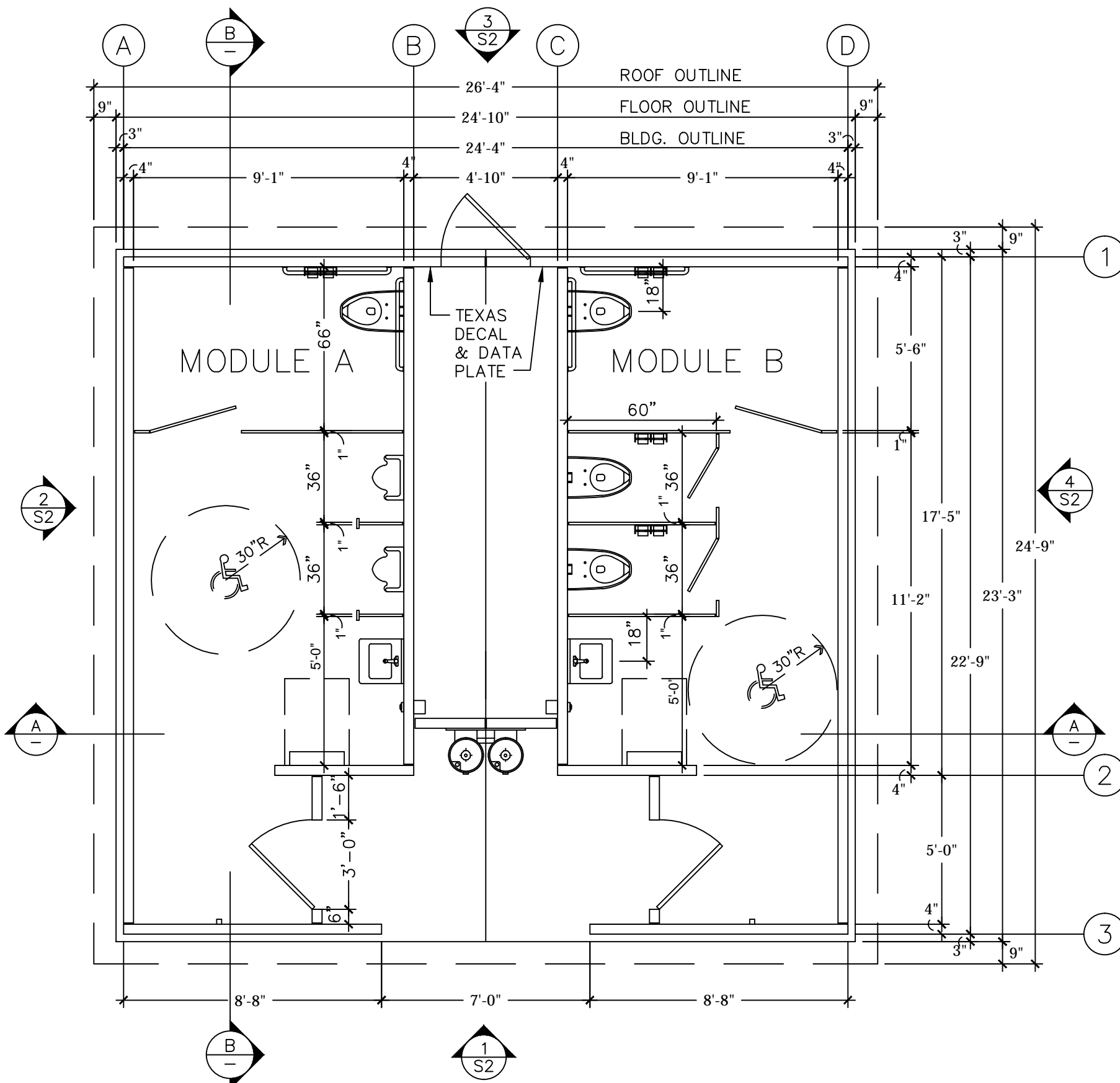
NOTE: ALL FIXTURES, ETC, ARE INSTALLED PER ADA GUIDELINES. PLEASE REFER TO SHEET 2, ACCESSIBILITY DETAILS FOR ADA REFERENCED DIMENSIONS.



BUILDING SECTION

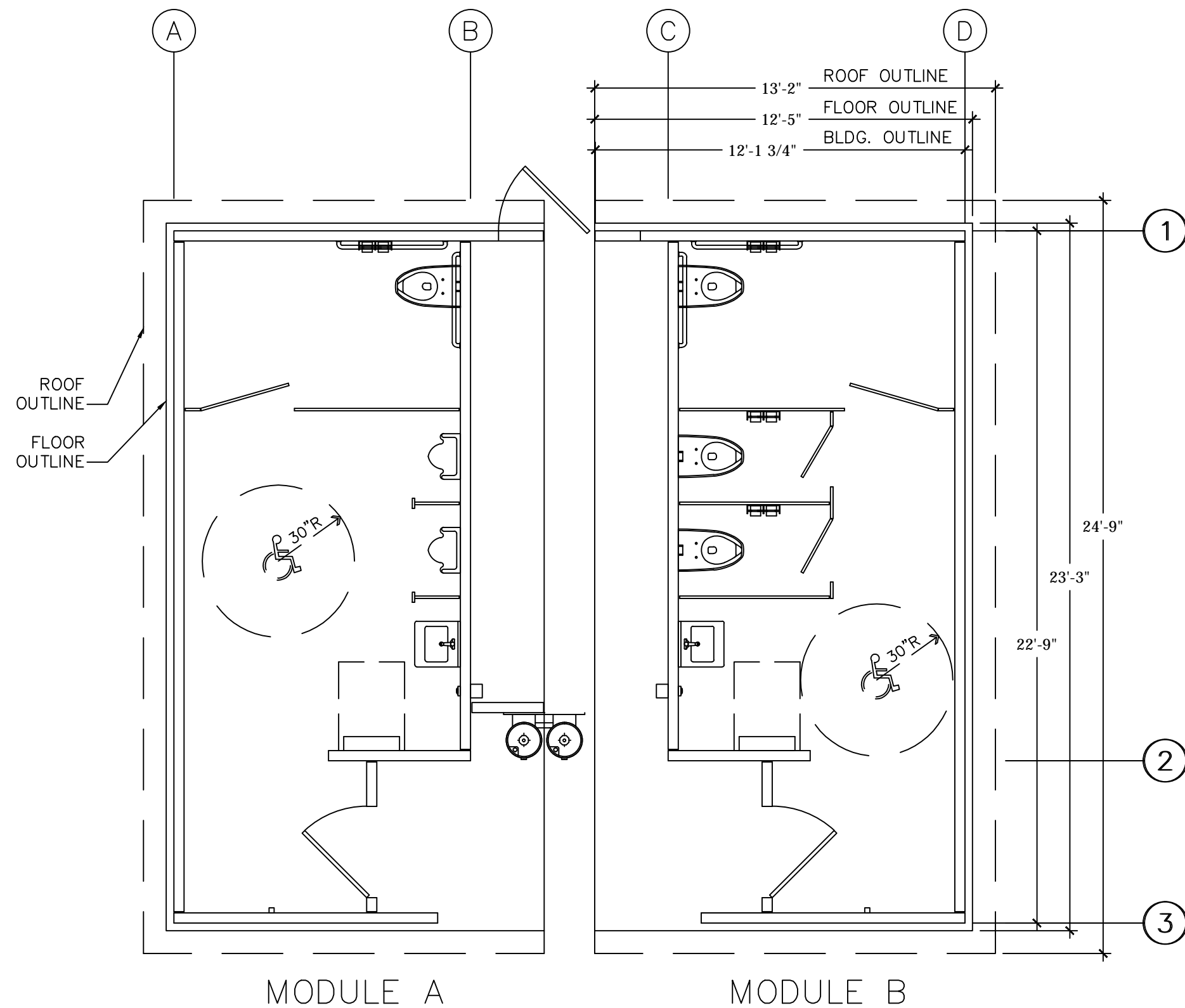
SCALE : 1/4" = 1'-0"

CONTRACTOR TO COORDINATE WITH OWNER FOR PLACEMENT OF BUILDING ON A BUILDING PAD CONSTRUCTED FOR ACCEPTANCE BY THE OWNER, MANUFACTURER AND GEO-TECH INVESTIGATION.



JOINED FLOOR PLAN

SCALE : 1/4" = 1'-0"



SEPARATED FLOOR PLAN

SCALE : 1/4" = 1'-0"

PRELIMINARY, FOR REVIEW ONLY -
NOT FOR CONSTRUCTION

BLUE RIDGE PARK RESTROOM BUILDING
FORT BEND COUNTY, TEXAS
6S-CW-2L-2U-GR-CC-ADA/TAS
202200XX A & B

REVISIONS

NO. DATE DESCRIPTION

DESIGNED RCF
DRAWN RCF
CHECKED RCF
DATE 01/18/2022
SCALE
PROJECT BLUERIDGEPARK
FILE NAME FTBEND

SHEET
S1 OF 5

WALLIS CONCRETE, LLC.
646 WALLIS CONCRETE ROAD * P.O. BOX 789
WALLIS, TEXAS 77485
PH (800) 852-7880
FAX (979) 478-6753



NOTE: DRAINAGE FIXTURE UNITS TAKEN FROM INTERNATIONAL PLUMBING
CODE TABLE 709.1



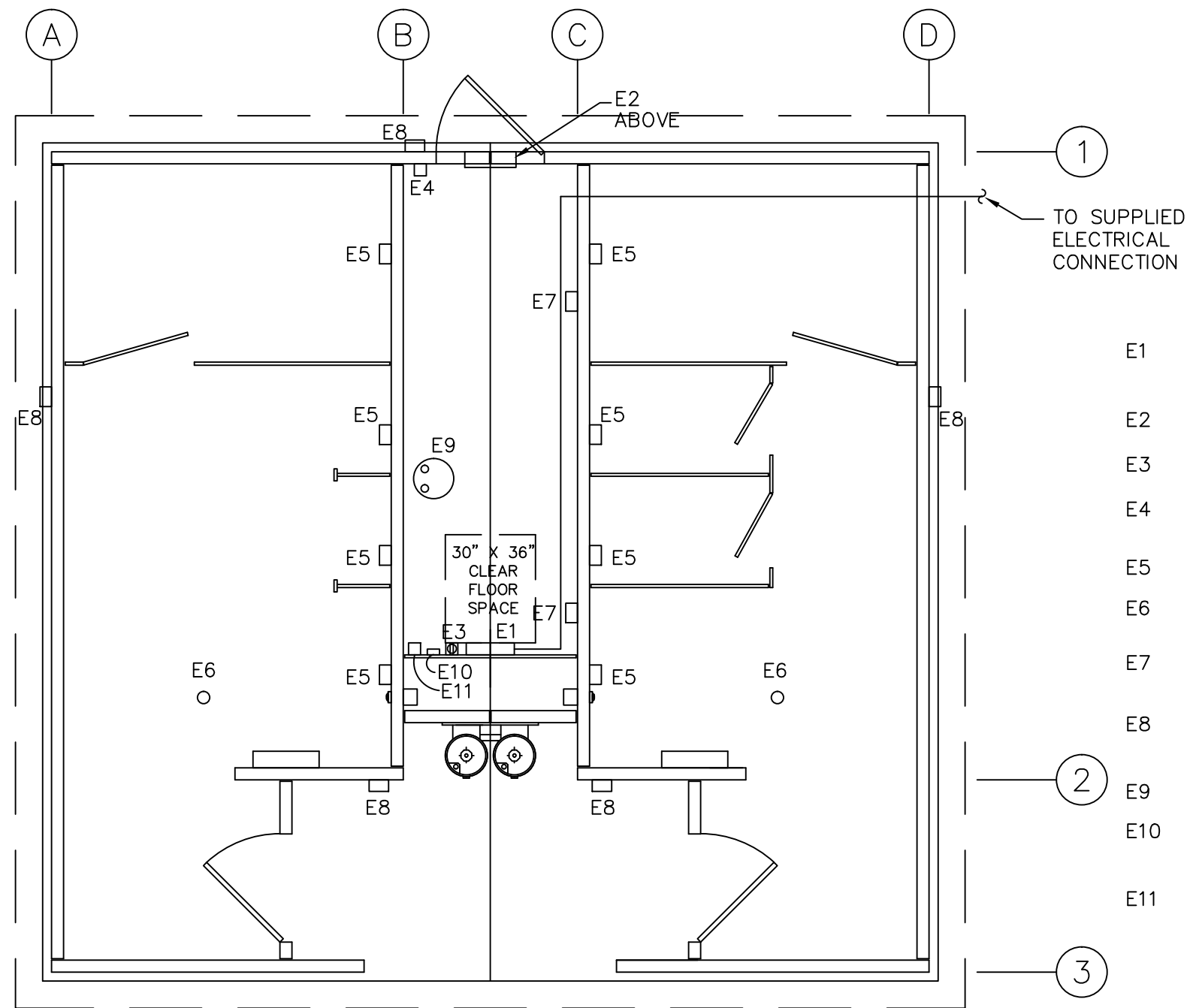
NOTE: WATER SUPPLY FIXTURE UNITS (WSFU) TAKEN FROM INTERNATIONAL PLUMBING CODE TABLE E103.3(2).



SCALE : $1/4" = 1'-0"$

THE MANUFACTURER RESERVES THE RIGHT TO CHANGE CONSTRUCTION AS MAY BE REQUIRED. SUBSTITUTION OF DOORS, HARDWARE, TOILET ACCESSORIES, PLUMBING, AND/OR ELECTRICAL FIXTURES, MAY BE ALLOWED IF THEY ARE OF EQUAL QUALITY AND ARE APPROVED BY THE PURCHASER. THIS DRAWING IS THE SOLE PROPERTY OF WALCON, INC. IT MAY NOT BE COPIED WITHOUT WRITTEN PERMISSION.

PRELIMINARY, FOR REVIEW ONLY –
NOT FOR CONSTRUCTION



PLAN VIEW ELECTRICAL

SCALE : 1/4" = 1'-0"

NOTES:

ALL WORK SHALL COMPLY WITH THE LATEST LOCALLY ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE.

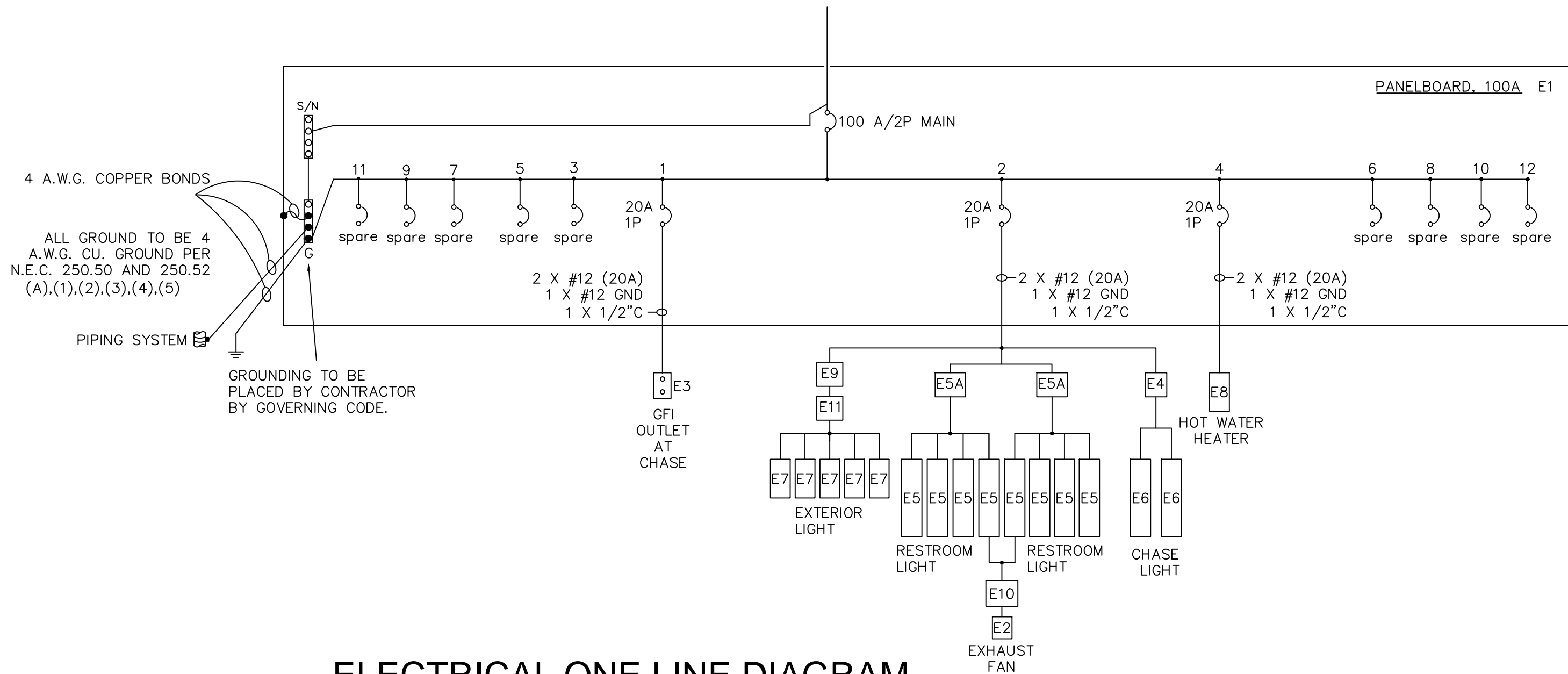
ALL CONDUCTORS TO BE 600V., COPPER (98% CONDUCTIVITY).

ALL FITTINGS MUST BE STEEL COMPRESSION TYPE; OR STEEL SET SCREW TYPE.

MAINTAIN CLEARANCES ABOUT ELECTRICAL EQUIPMENT PER NEC 110.26

WIRE TYPE TO BE THHN/THWN INSULATION UNLESS NOTED OTHERWISE.

DIAGRAM INDICATES PANEL SERVED FROM A SEPARATE OWNER SERVICE. IF PANEL IS SERVED DIRECTLY FROM UTILITY, MAIN BONDING JUMPER SIZED PER (2014) NEC ARTICLE 250.28 IS REQUIRED.



ELECTRICAL ONE LINE DIAGRAM

NON CONTINUOUS	1.00
CONTINUOUS	1.25
NONCOINCIDENT	0.00

DESCRIPTION	QTY.	CONNECTED		OPS. MODE	FACTOR	ADJUSTED		VA	
		AMPS				AMPS	VOLTAGE	PHASE	NEUTRAL
WOMEN RESTROOM									
INTERIOR LIGHT FIXTURES (12W)	4	.44		CONTINUOUS	1.25	.55	110	1	60.5
MEN RESTROOM									
INTERIOR LIGHT FIXTURES (12W)	4	.44		CONTINUOUS	1.25	.55	110	1	60.5
PLUMBING CHASE									
INTERIOR LIGHT FIXTURE (12W)	2	.22		CONTINUOUS	1.25	.275	110	1	30.25
GENERAL PURPOSE RECEPTACLE (GFI)	1	1.5		NON CONTINUOUS	1.00	1.5	110	1	180.0
HOT WATER HEATER ES4 (1320W)	1	12		NON CONTINUOUS	1.00	12	110		1320
EXHAUST FAN - FANTECH MODEL 2SHE1621	1	3.7		CONTINUOUS	1.25	4.63	110	1	509.30
EXTERIOR OF BUILDING									
EXTERIOR LIGHT FIXTURES (12W)	5	.55		CONTINUOUS	1.25	.68	110	1	75.62

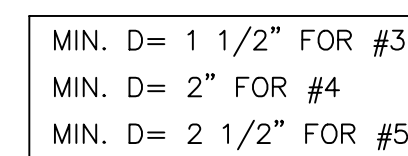
ELECTRICAL LOAD ANALYSIS

LOADS :	Lighting	226.87 VA
	Receipt 180 VA x 1 each	180 VA
	HWH 1320 VA x 1 each	1320 VA
	EXHAUST FAN VA x 1 each	509.30 VA
	Total	2236.17 VA
	2236.17 VA / 110 V =	20.32 A
	Total	20 A
	Feed 100 A Panel via (1) 1-1/2" conduit	
	(3) #2 XHHW Cu	
	(1) #6 Cu Ground	

PRELIMINARY, FOR REVIEW ONLY –
NOT FOR CONSTRUCTION

WALLIS CONCRETE, LLC.
646 WALLIS CONCRETE ROAD * P.O. BOX 789
WALLIS, TEXAS 77485
PH (800) 852-7880
FAX (979) 478-6753

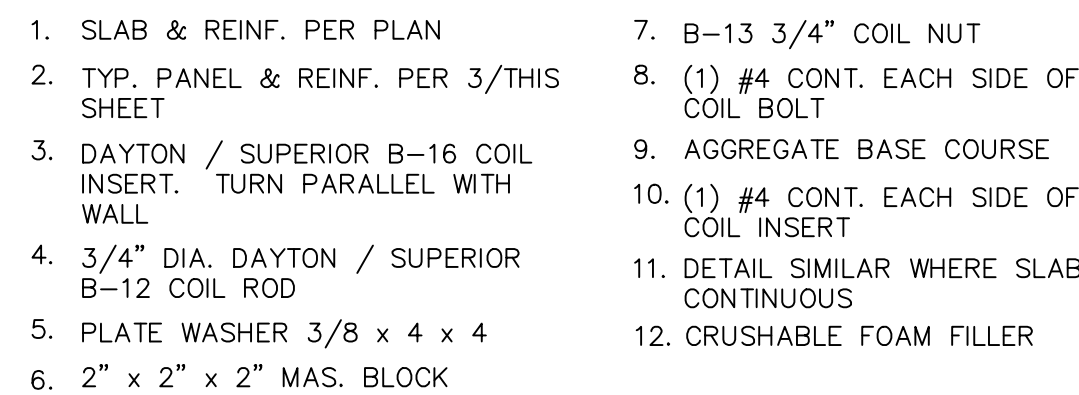
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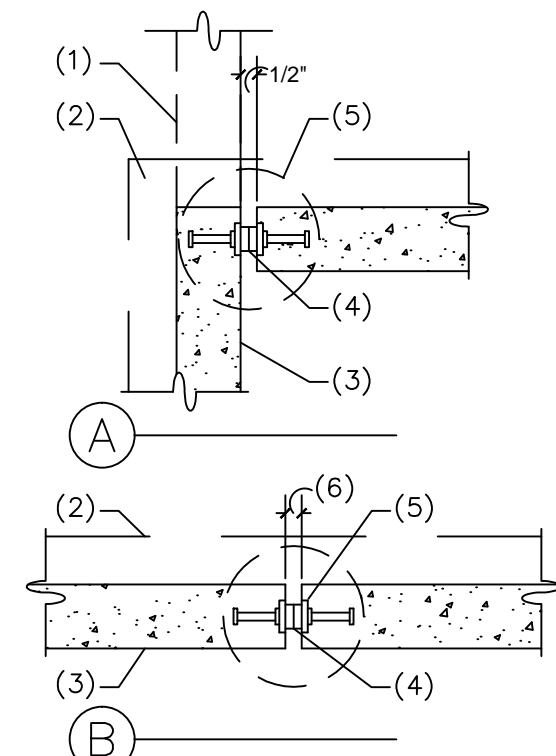
STIRRUPS AND TIES

1. ALL BENDS SHALL BE MADE COLD

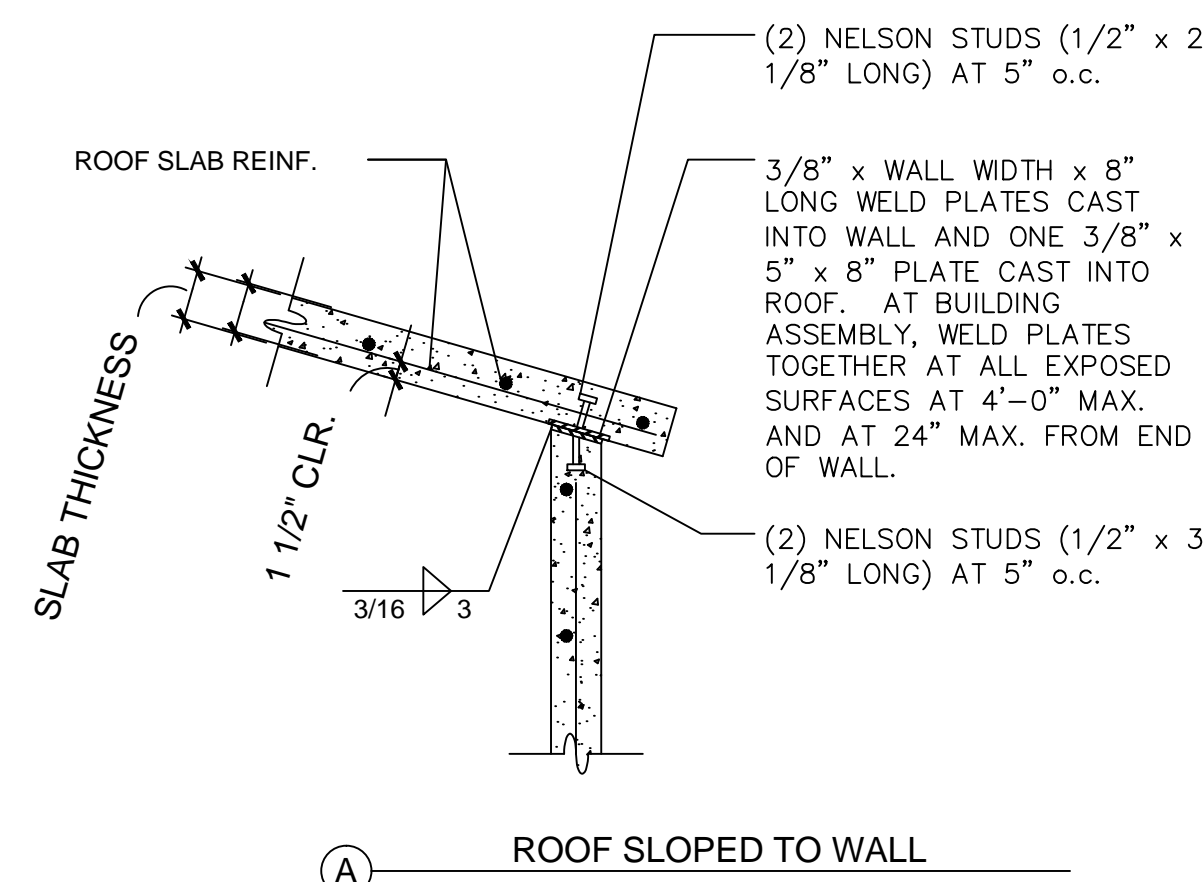
BAR BENDS



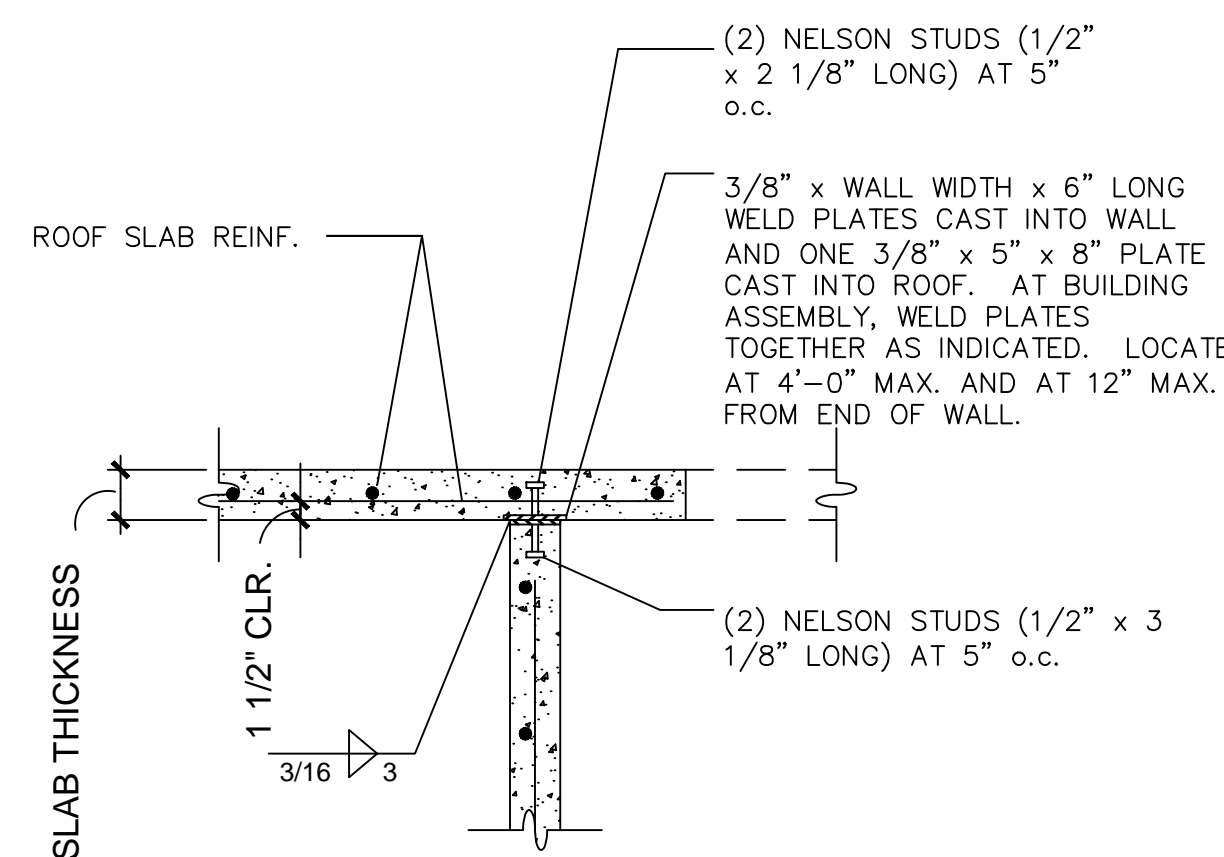
FOUNDATION DETAIL



WALL CONNECTION DETAIL

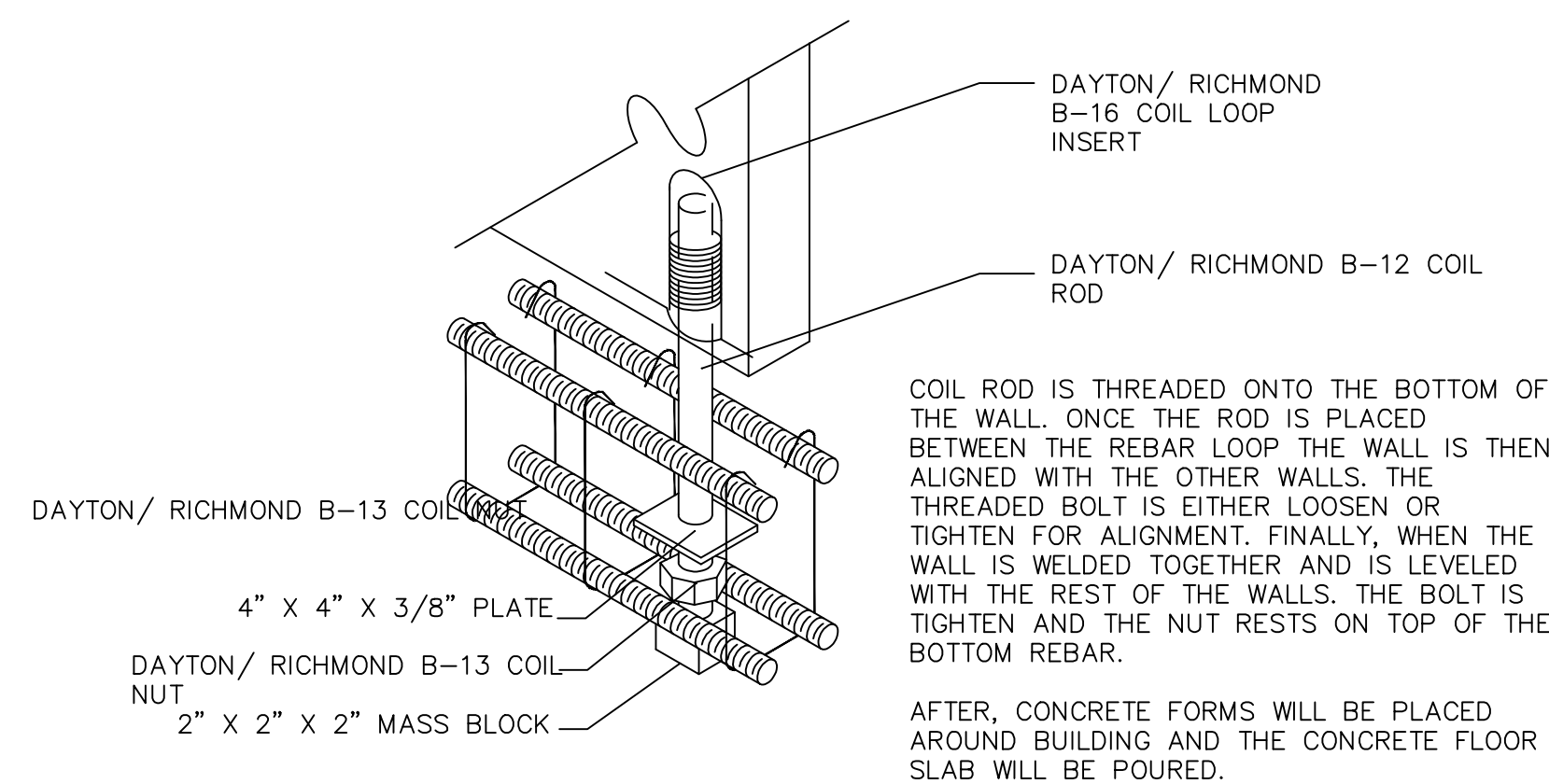


ROOF SLOPED TO WALL

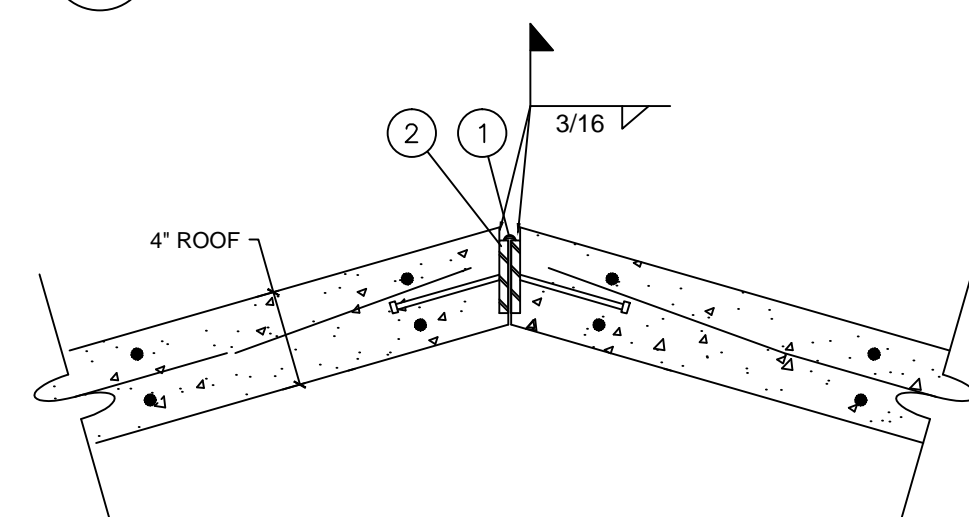


ROOF PERPENDICULAR TO WALL

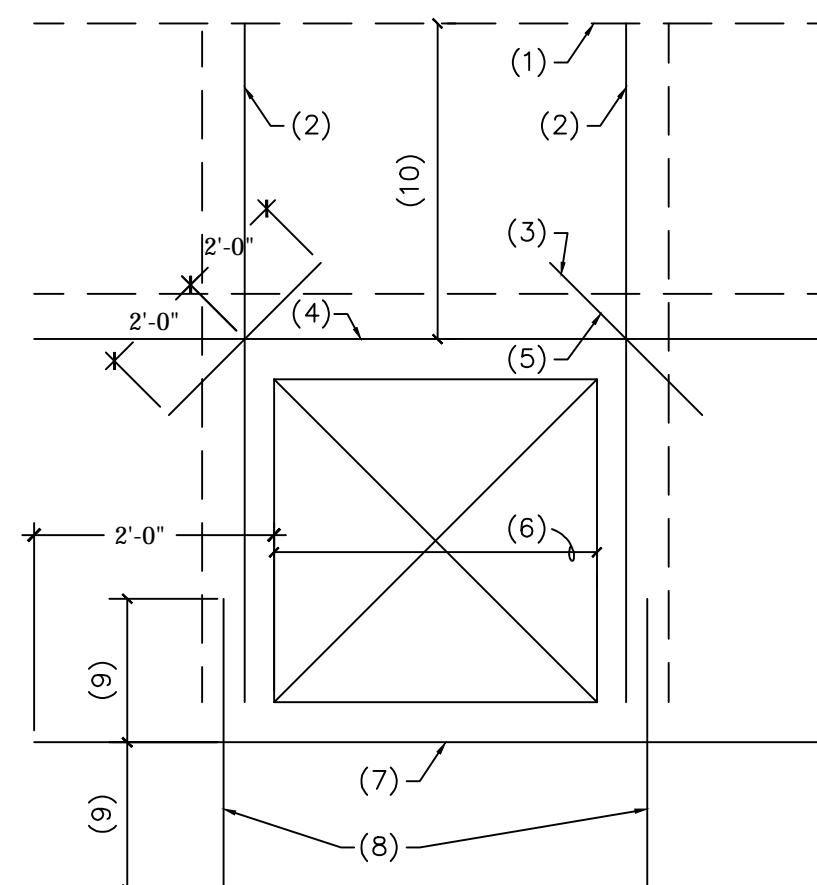
ROOF TO WALL



COIL ROD DETAIL



RIDGE CONNECTION



TYPICAL OPENING IN CONCRETE WALL

WINDOW SCHEDULE

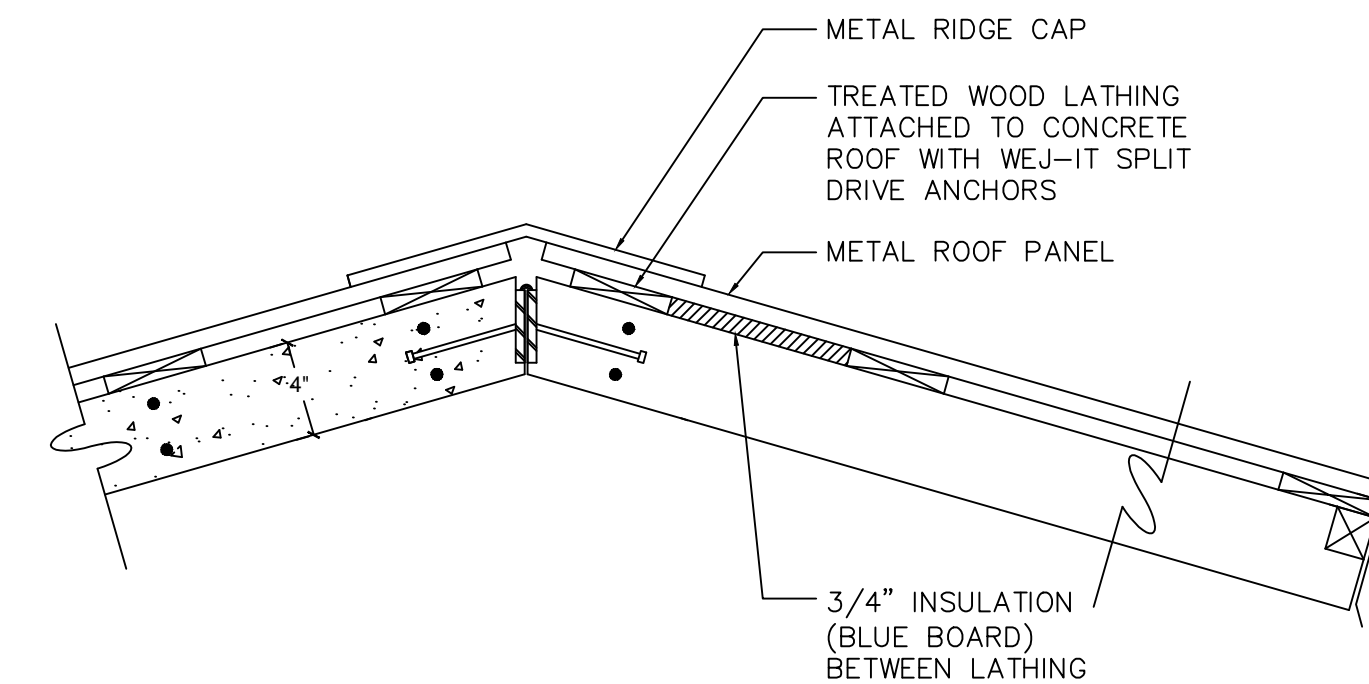
NAME	WINDOW			FRAME	REMARKS
	SIZE	THICK	MATERIAL	MATERIAL	
FRONT & BACK FOUR FIXED WINDOWS	5-3/4" X 17" X 45"	1/4"	CHEMCAST ACRYLIC WHITE 7328 PER ASTM 1525	STAINLESS STEEL U-EDGING	THESE WINDOWS ARE FIXED. ACRYLIC SHEET MANUFACTURED BY CHEMCAST. FRAMES ATTACHED TO BUILDING W/1/4 X 1-1/2" BUTTONHEAD TORX SCREW, TAMPER PROOF
SIDE WALLS FOUR FIXED WINDOWS	36" X 12"	1/4"	CHEMCAST ACRYLIC WHITE 7328 PER ASTM 1525	STAINLESS STEEL U-EDGING	THESE WINDOWS ARE FIXED. ACRYLIC SHEET MANUFACTURED BY CHEMCAST. FRAMES ATTACHED TO BUILDING W/1/4 X 1-1/2" BUTTONHEAD TORX SCREW, TAMPER PROOF

WALL, FLOOR, AND ROOF FINISH SCHEDULE

NAME	FLOOR	INTERIOR WALLS MATERIAL	EXTERIOR WALL MATERIAL	EXTERIOR ROOF MATERIAL	EXTERIOR ROOF COVERING	REMARKS
MENS RESTROOM	CONCRETE SEALED W/COROTECH WATERBORNE AMINE EPOXY V440	CONCRETE PAINTED W/BENJAMIN MOORE INTERIOR SEMI-GLOSS COLOR BY OWNER	UPPER 2/3 CONCRETE SPLIT FACE BLOCK PATTERN PAINTED W/BENJAMIN MOORE EXTERIOR FLAT HOUSE PAINT; LOWER 1/3 MANUFACTURED STONE	CONCRETE	MUELLER TYPE "U" METAL ROOF PANELS. COLOR TO BE BY OWNER	
WOMENS RESTROOM	CONCRETE SEALED W/COROTECH WATERBORNE AMINE EPOXY V440)	CONCRETE PAINTED W/BENJAMIN MOORE INTERIOR SEMI-GLOSS COLOR BY OWNER	UPPER 2/3 CONCRETE SPLIT FACE BLOCK PATTERN PAINTED W/BENJAMIN MOORE EXTERIOR FLAT HOUSE PAINT; LOWER 1/3 MANUFACTURED STONE	CONCRETE	MUELLER TYPE "U" METAL ROOF PANELS. COLOR TO BE BY OWNER	
PLUMBING CHASE	CONCRETE SEALED W/COROTECH WATERBORNE AMINE EPOXY V440	CONCRETE PAINTED W/BENJAMIN MOORE INTERIOR SEMI-GLOSS COLOR BY OWNER	UPPER 2/3 CONCRETE SPLIT FACE BLOCK PATTERN PAINTED W/BENJAMIN MOORE EXTERIOR FLAT HOUSE PAINT; LOWER 1/3 MANUFACTURED STONE	CONCRETE	MUELLER TYPE "U" METAL ROOF PANELS. COLOR TO BE BY OWNER	

DOOR AND HARDWARE SCHEDULE

NAME	DOOR			THRESHOLD	FRAME	REMARKS
	SIZE	THICK	MATERIAL	MATERIAL	MATERIAL	
MENS RESTROOM	3/0 X 6/8	1-3/4"	HEAVY DUTY HOLLOW METAL GALVANIZED	NONE	HOLLOW METAL	SCHLAGE DOUBLE CYLINDRICAL W/REMOVABLE CONSTRUCTION CORE AND C-123 KEYWAY HINGES #BB1199 4-1/2" X 4-1/2" HEAVY DUTY NRP STAINLESS STEEL 10" X 34" KICKPLATE (INSIDE ONLY) NORTON UNITROL 7500H DOOR CLOSER BRUSH TYPE DOOR SWEEP HAGER MODEL 412S ADA 5" W SADDLE THRESHOLD
WOMENS RESTROOM	3/0 X 6/8	1-3/4"	HEAVY DUTY HOLLOW METAL GALVANIZED	NONE	HOLLOW METAL	SCHLAGE DOUBLE CYLINDRICAL W/REMOVABLE CONSTRUCTION CORE AND C-123 KEYWAY HINGES #BB1199 4-1/2" X 4-1/2" HEAVY DUTY NRP STAINLESS STEEL 10" X 34" KICKPLATE (INSIDE ONLY) NORTON UNITROL 7500H DOOR CLOSER BRUSH TYPE DOOR SWEEP HAGER MODEL 412S ADA 5" W SADDLE THRESHOLD
PLUMBING CHASE	3/0 X 6/8	1 3/4"	HEAVY DUTY HOLLOW METAL GALVANIZED	NONE	HOLLOW METAL	SCHLAGE DOUBLE CYLINDRICAL W/REMOVABLE CONSTRUCTION CORE AND C-123 KEYWAY HINGES #BB1199 4-1/2" X 4-1/2" HEAVY DUTY NRP NORTON UNITROL 7500H DOOR CLOSER BRUSH TYPE DOOR SWEEP HAGER MODEL 412S ADA 5" W SADDLE THRESHOLD



METAL ROOF PANELS
OVER CONCRETE ROOF

EXHIBIT B

Exhibit B

Prevailing Wages

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. 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 06/14/2024

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 that 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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	06/14/2024

ASBE0022-009 07/03/2023	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
BOIL0074-003 07/01/2023 BOILERMAKER	\$ 37.00	24.64
CARP0551-008 04/01/2021 CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/29/2023 ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
ELEV0031-003 01/01/2024 ELEVATOR MECHANIC	\$ 51.32	37.885+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	\$ 31.34	10.30
PLUM0211-010 10/01/2023		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.31	12.61
SHEE0054-003 04/01/2020		
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
SUTX2014-023 07/21/2014		
ACOUSTICAL CEILING MECHANIC	\$ 16.41**	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36**	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82**	0.00
DRYWALL FINISHER/TAPER	\$ 16.30**	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87**	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87**	0.73
IRONWORKER, REINFORCING	\$ 12.10**	0.00
LABORER: Common or General	\$ 10.79**	0.00
LABORER: Mason Tender – Brick	\$ 13.37**	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50**	0.00
LABORER: Pipelayer	\$ 12.94**	0.00

LABORER: Roof Tearoff	\$ 11.28**	0.00
LABORER: Landscape and Irrigation	\$ 9.49**	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10**	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93**	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22**	0.34
OPERATOR: Forklift	\$ 15.64**	0.00
OPERATOR: Grader/Blade	\$ 13.37**	0.00
OPERATOR: Loader	\$ 13.55**	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03**	0.00
OPERATOR: Roller	\$ 16.00**	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77**	4.51
ROOFER	\$ 15.40**	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00**	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00**	0.00
TILE SETTER	\$ 16.17**	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95**	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39**	1.18

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$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 www.dol.gov/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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 for the area in which the survey was conducted 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.