

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR GENERAL CONTRACTOR SERVICES FOR THE CONSTRUCTION OF JUSTICE CENTER FIRST FLOOR COURTROOMS BUILDOUT

(Construction LTD - RFP 25-017)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Sovereign Builders Inc., d/b/a Construction Ltd. ("Contractor"), a Texas corporation. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Contractor is a general contracting and construction management firm; and

WHEREAS, County desires for Contractor to provide general contracting services for the construction of the courtrooms located in Fort Bend County Justice Center in Richmond, Fort Bend County, Texas pursuant to RFP 25-017; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services for County; and

WHEREAS, this Agreement is an agreement for a public works project and is subject to the applicable laws under the Chapters 2252 – 2258, and 2269 of the Texas Government Code and Chapter 406 of the Texas Labor Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to the general contractor services provided by Contractor for the construction of courtrooms in the Fort Bend County Justice Center located at 1422 Eugene Heimann Circle, Richmond, Texas 77469.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by Contractor in accordance with the terms of this Agreement. References to the term “Agreement” in this Agreement shall include references to all exhibits attached hereto.

- (a) Contractor's Response Letter dated January 8, 2024 ("Contractor's Proposal") attached hereto as "Exhibit A."
- (b) Contractor's Executive Summary, Cost, Understanding of the Scope of Work, Proposed Construction Schedule, and Overall Completeness of Proposal as provided in Contractor's Statement of Qualifications for RFP 25-017 attached hereto as "Exhibit B."
- (c) Prevailing Wage Rates attached hereto as "Exhibit C."
- (d) Due to its size, County RFP 25-017 and attached addendums are not attached as Exhibits to this Agreement. However, County RFP 25-017 and attached addendums are fully incorporated by reference herein for all intents and purposes and by execution of this Agreement, Contractor acknowledges, confirms, and agrees that it has received a copy of RFP 25-017 and all attached addendums and is aware of all terms and conditions of the same.

4. Scope of Services.

- (a) Contractor shall provide General Contracting and constructions services for the construction of courtrooms in the Fort Bend County Justice Center, including: three (3) courtrooms, extensive custom millwork, fabric sound panels, audio / visual systems, all other typical requirements such as electrical, mechanical ductwork, lighting, paint, carpet, etc., a new security core that serves the courtrooms, an added elevator stop and two holding cells that conform to current Jail Commission Standards located on the first floor of the existing Fort Bend County Justice Center (the "Project"). The Project shall be in accordance with the services and work requirements described in Exhibits A through C attached hereto (the "Services").
- (b) Contractor shall have the overall responsibility for the Project and shall provide complete construction services and furnish all personnel, materials, equipment, tools, labor, supervision, utilities, transportation, and other materials or equipment necessary or reasonably inferable to complete the Project or any phase of the Project, in accordance with the County's requirements and terms of this Agreement.
- (c) Any revisions made to the Scope of Services for the Project, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. **Time for Performance; Substantial and Final Completion.**

- (a) Time for performance of the Scope of Services for the Project shall begin with Contractor's receipt of Notice to Proceed from County (the "Commencement Date").
- (b) Substantial Completion for the Project shall be achieved on or before two hundred seventy (270) days from the Commencement Date, or within such time as may be extended in writing by County. "Substantial Completion" includes all phases of construction up to and including the Final Inspection as provided in Contractor's Proposed Construction Schedule attached hereto as Exhibit B.
- (c) Final Completion of the Project shall be achieved within thirty (30) calendar days from the date Substantial Completion is achieved, or within such time as may be extended in writing by County. Final Completion shall include the completion of the Final Clean and all Closeout items included on Contractor's Proposed Construction Schedule attached hereto as Exhibit B. County, in its sole discretion and satisfaction, shall determine if the Project has achieved Final Completion. Upon written request by County, Contractor shall promptly correct any work County reasonably deems defective at Contractor's sole cost and expense, unless County specifically agrees in writing to accept such work.
- (d) Final Acceptance of the Project shall occur upon County's determination that Final Completion has been achieved and all documents and affidavits required for Contractor's Application for Final Payment have been reviewed and approved by County.

6. **Liquidated Damages.** Contractor understands and agrees that the timeframes set forth in this Agreement are an essential element of this Agreement. For each consecutive calendar day that the Project has not achieved Substantial Completion within the time frame provided in this Agreement, County may deduct the amount of two hundred fifty dollars (\$250) per day from any money due or that becomes due to Contractor, not as a penalty but as liquidated damages representing the Parties' estimate of the damages that County will incur for late Substantial Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.

7. **Compensation and Payment Terms.**

- (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Contractor's Proposal attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes. The Maximum Compensation to Contractor for the Services performed under this Agreement is Four Million Seven Hundred Sixty-Seven Thousand Hundred and 00/100 Dollars (\$4,767,000.00). In

no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without an approved change order.

- (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Contractor's Proposal.
- (c) All performance of the Scope of Services by Contractor, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
- (d) Contractor shall submit all "Applications for Payment" for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10th) day of each calendar month during the progress of the Project. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:
 - (1) A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Contractor certifying the following:
 - a. The proportionate part of the Services described in such Application for Payment has been performed;
 - b. Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;
 - c. There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;
 - d. All due and payable bills with respect to the Project have been paid to date or are included in the amount requested in the current Application for Payment, and
 - e. Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.

- (2) A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by Contractor with a statement certifying those matters set forth in Sections 5(d)(1)a through 5(d)(1)e above certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.
- (3) An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which County or Contractor might be responsible or encumbered (less amounts withheld by Contractor) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in Section 53.085 of the Texas Property Code Section.
- (4) Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon Final Acceptance of the Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including any work or Services provided by its sub-contractors.
- (5) Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Contractor upon the date of Substantial Completion.
- (6) At any time following Final Completion of the Project, Contractor shall submit an Application for Final Payment, including all sums held as Retainage, to County for review and approval. Contractor's Application for Final Payment shall also include final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates (including a Final Certificate of Occupancy), and all

other items required by this Agreement. Contractor shall further include in such Application a Consent of Surety to Final Payment, a Lien Waiver or Affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full. Said Lien Waiver or Affidavit must be in a form and substance sufficient as a matter of law to dissolve all liens or claims of liens for materials supplied or labor or service performed in connection with the Project.

(7) Upon approval of Contractor's Final Application, County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after Final Acceptance of the Project by County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. Contractor understands and agrees that County is entitled to rely on such Affidavit(s) submitted by Contractor hereunder and may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in such Affidavit(s).

(8) Notwithstanding the foregoing, County may deduct from the Final Payment all sums for Liquidated Damages as provided in Section 4 of this Agreement.

(e) Upon Final Payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to the terms of this Agreement, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

8. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of W described in Section 2 above is Four Million Seven Hundred Sixty-Seven Thousand Hundred and 00/100 Dollars (\$4,767,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Four Million Seven Hundred Sixty-Seven Thousand Hundred and 00/100 Dollars (\$4,767,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Million Seven Hundred Sixty-Seven Thousand Hundred and 00/100 Dollars (\$4,767,000.00).

9. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
10. **Taxes.** County is a governmental entity and political subdivision of the state of Texas and is exempt from sales, use, and federal excise taxes. This Project shall be deemed a separate project for Texas tax purposes, and as such, County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Project. Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Contractor should state these items at cost.
11. **Bonds.** Pursuant to Section 2253.021 of the Texas Government Code, Contractor shall provide a Performance Bond and Payment Bond to County. The Performance Bond shall be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Agreement. The Payment bond shall also be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Agreement.
12. **Insurance.**
 - (a) Prior to commencement of any work for the Project, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time the Project commences until Final Acceptance of the Project by County and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (4) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (b) County and members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County.
- (c) If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- (d) Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- (f) Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.
- (g) Worker's Compensation Insurance Coverage: In the event Contractor employs any individual to perform any portion of work for the Project, Contractor shall certify in writing to County that Contractor provides Worker's Compensation Insurance coverage for each employee of Contractor employed on the Project pursuant to Section 406.096 of the Texas Labor Code. Contractor shall also ensure that each subcontractor on the Project shall provide such certification relating to coverage of the subcontractor's employees to Contractor, who shall provide the subcontractor's written certification to County.

- (h) Builders Risk Insurance (all risks): At all times until Final Acceptance of the Project by County, Contractor shall procure and maintain in full force and effect a policy of Builder's Risk Insurance specified as follows:
- (1) The policy shall provide coverage for "all risks" in amount equal to one hundred percent (100%) of the total cost of the Project.
 - (2) The policy shall provide coverage for "all risks" of direct physical loss or damage to all property, materials, equipment, and supplies for the Project, or any portions thereof, whether owned by Contractor or subcontractors of every tier, in which one or more of same has an insurable interest.
 - (3) The Policy shall cover the insurable value of all property, materials, equipment, and supplies at risk and shall contain a waiver of subrogation in favor of Contractor, subcontractors of any tier, and County for any loss or damage sustained during the term of this Agreement.
 - (4) Coverage shall include transit and storage in an amount sufficient to protect the property, materials, equipment, and supplies being transported or stored for the Project.
 - (5) The policy shall be issued in the name of Contractor and shall name County as an additional insured.
 - (6) All Builder's Risk Insurance proceeds shall be paid directly to Contractor.
- (i) Loss Deduction Clause: County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of any insurance deductibles shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

13. Indemnity.

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

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS,

LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, CAUSED BY OR RESULTING FROM THE ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR BY ANY PERSON EMPLOYED BY CONTRACTOR, OR CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

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

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

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

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

14. **Duty to Report and Defend.** Contractor shall timely report to County all such matters arising under Section 13 of this Agreement. Upon the receipt of any claim, demand, suit, action proceeding, lien, or judgment, and no later than the fifteenth day of each month, Contractor shall provide County with a written report on each matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter, and the cooperation or assistance, if any, of County required by Contractor in the defense

of each matter. In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien, or judgment appears to have been caused by or appears to have arisen out of or in connection with the acts or omissions of Contractor, Contractor shall, nevertheless, fully defend such claim, demand, suit, action, proceeding, lien, or judgment until and unless there is a determination by a court of competent jurisdiction that said acts and/or omissions of Contractor are not at issue in the matter.

15. **Iron or Steel Products.** Pursuant to Section 2252.202 of the Texas Government Code, any iron or steel products produced through a manufacturing process and used for the Project must be produced in the United States unless County determines that such iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality, or will increase the total cost of the Project by more than 20%, or is inconsistent with the public interest.
16. **Prevailing Wages.** Pursuant to the Prevailing Wage Rate requirements of Chapter 2258 of the Texas Government Code, all workers employed by Contractor or its subcontractors for the Project shall be compensated at not less than the rates provided in "Exhibit C" attached hereto and fully incorporated herein. Contractor shall keep records showing: (1) the name and occupation of worker employed for the Project, and (2) actual per diem wages paid to each worker employed for the Project. Contractor shall require all subcontractors to keep the same records. Such records by Contractor and subcontractors shall be made available for inspection upon request by County subject to reasonable hours.

Contractor or its subcontractors shall further pay County sixty (\$60.00) for each worker employed by Contractor or its subcontractors for the Project for each calendar day, or any portion of the day, that a worker is paid less than the prevailing wages provided on Exhibit C. Additionally, County may withhold money required to be withheld from the payment(s) to Contractor pursuant to provisions of Section 2258.051 of the Texas Government Code.

All Construction Contract(s) entered into between Contractor and its contractors and/or subcontractors must include the Prevailing Wage Rate requirements attached hereto as Exhibit C. Such Construction Contract(s) must also include a provision requiring each contractor and subcontractor to include the Prevailing Wage Rate requirements in their contracts for the Project as provided in this Agreement. In the event Contractor constructs the Project in multiple contracts, the Prevailing Wage Rate requirements must apply to each Construction Contract.

17. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed

by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

18. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Contractor shall be responsible for and acquire all permits for the Project required by law.
19. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
20. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
21. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
22. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

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

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

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

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

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

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

24. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on written request. Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.
25. **Inspection of Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services and for verifying compliance with the terms and requirements of this Agreement. Contractor shall maintain all such books and records in a readily available state and location, reasonably accessible to County or its authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **CONTRACTOR SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED UNDER THIS AGREEMENT UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
26. **Termination.**
 - (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days written notice to Contractor.
 - (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

- (1) Contractor fails to perform any portion of the Scope of Work under Section 2 above within the timeframe(s) provided under this Agreement.
 - (2) Contractor fails to comply with County's documentation and reporting requirements, terms, and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Contractor fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Contractor substantially 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.
 - (6) County shall notify Contractor in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Contractor shall have opportunity to cure such Default within the time specified in County's Notice. If Contractor fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the County in accordance with this Agreement.
- (c) Upon termination of this Agreement for any reason, County shall cease all work and activity by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Contractor in accordance with Section 3, above, for such work provided by Contractor under this Agreement prior to its termination and which has not been previously presented for payment by Contractor to County.
- (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

27. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the “Affected Party”) thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party’s obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

28. **Time is of the Essence.** Time is of the essence with respect to each and every term, provision, and obligation set forth in this Agreement.
29. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.
30. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
31. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
32. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Facilities Management and Planning
Attn: Facilities Director

301 Jackson Street,
Richmond, Texas 77469

And

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

If to Contractor: Construction Ltd
Attn: Tim Dixon
1825 Upland Dr.
Houston, Texas 77043

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

33. Performance Representation.

- (a) Contractor represents to County that Contractor has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the work provided hereunder will be performed and delivered in accordance with the highest professional standards.
- (b) Contractor warrants to County that materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by in writing by County. Contractor further warrants that the construction for the Project will be free from material faults and defects and, will materially conform to all requirements and specifications contained in all Exhibits attached hereto.

34. Entire Agreement and Modification. This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED**

EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.

35. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
36. **Conflict.** In the event there is a conflict or inconsistency between the terms and conditions provided in the main body of this Agreement and any Exhibits attached hereto, the terms and conditions provided in the main body of the Agreement shall prevail with regard to such conflict or inconsistency.
37. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
38. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
39. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
40. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
41. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
42. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
43. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
44. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
45. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

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

FORT BEND COUNTY, TEXAS

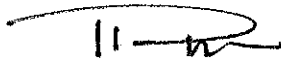
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

**SOVEREIGN BUILDERS INC.,
D/B/A CONSTRUCTION LTD.**



Authorized Agent – Signature

Tim Dixon

Authorized Agent- Printed Name

PRESIDENT

Title

11/20/25

Date

APPROVED:



James Knight, Director
Facilities Management and Planning

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Contractor's Proposal Follows Behind)



1825 Upland Drive
Houston, TX 77043

M: 713.984.9444
F: 713.984.2320

To: James Knight, Fort Bend County
From: Construction LTD
Date: 1/8/2025
Subject: Construction LTD Response Letter, RFP 25-017

We are eager and excited about the opportunity to collaborate with Fort Bend County & PGAL. We have been a consistent bidder on Fort Bend County projects and are grateful to be considered as the general contractor for the Justice Center Courtroom Expansion.

We have attached a schedule of values for your review on the following page. The schedule of values is representative of our original proposal submission, *\$4,540,000, and the requested owner contingency of \$227,000 for a total contract amount of \$4,767,000.*

The project duration we proposed is *270 days*.

We have been a part of building Texas for over 40 years. As we look to the future, our focus is not what we will be building, but who we are building for. We want to build for Fort Bend County. We want to earn the right to be your general contractor for this project and demonstrate our desire to be of service.

Warm regards,

Tim Dixon

President

A handwritten signature in blue ink, consisting of a large, sweeping 'C' shape followed by the letters 'TD'.



1825 Upland Drive
Houston, TX 77043

M: 713.984.9444
F: 713.984.2320

Client		CLTD Contact	
Fort Bend County		Grant Dixon, (713) 298-0045, gdixon@cldt.net	
Architect		1825 Upland Drive, Houston, TX 77043	
PGAL		P (713) 984-9444 F (713) 984-2320	
01 - General Conditions	\$	23.39 /SQFT	\$ 391,747.24
02 - Existing Conditions	\$	4.19 /SQFT	\$ 70,253.00
03 - Concrete	\$	0.57 /SQFT	\$ 9,500.00
04 - Masonry	\$	2.99 /SQFT	\$ 50,000.00
05 - Metals	\$	2.39 /SQFT	\$ 40,001.00
06 - Woods, Plastics, & Composites	\$	51.83 /SQFT	\$ 868,180.00
07 - Thermal & Moisture Protection	\$	1.47 /SQFT	\$ 24,601.00
08 - Openings	\$	11.79 /SQFT	\$ 197,558.00
09 - Finishes	\$	26.64 /SQFT	\$ 446,232.00
10 - Specialties	\$	2.07 /SQFT	\$ 34,618.00
11 - Equipment	\$	8.06 /SQFT	\$ 135,000.00
12 - Furnishings	\$	0.15 /SQFT	\$ 2,500.00
13 - Special Construction	\$	- /SQFT	\$ -
14 - Conveying Equipment	\$	2.99 /SQFT	\$ 50,000.00
21 - Fire Suppression	\$	1.93 /SQFT	\$ 32,266.00
22 - Plumbing	\$	8.54 /SQFT	\$ 143,040.00
23 - HVAC	\$	39.69 /SQFT	\$ 664,802.00
26 - Electrical	\$	36.11 /SQFT	\$ 604,924.00
27 - Communications	\$	16.46 /SQFT	\$ 275,627.00
28 - Electronic Safety & Security	\$	8.19 /SQFT	\$ 137,253.00
31 - Earthwork	\$	- /SQFT	\$ -
32 - Exterior Improvements	\$	- /SQFT	\$ -
33 - Site Utilities	\$	- /SQFT	\$ -
COST OF WORK	\$	249.44 /SQFT	\$ 4,178,102.24
BUILDERS RISK INSURANCE			\$ 21,088.42
CONTRACTOR FEE			\$ 297,009.35
BOND PREMIUM			\$ 43,800.00
GRAND TOTAL	\$	271.04 /SQFT	\$ 4,540,000.00

Owner Contingency	\$	227,000.00
TOTAL w/ Contingency	\$	4,767,000.00

EXHIBIT B

(Contractor's Executive Summary, Cost, Understanding of the Scope of Work, Proposed Construction Schedule, and Overall Completeness of Proposal Follows Behind)

Executive Summary

Cost

The cost of the project is listed on the *Exhibit 1: Pricing form*. We are confident our price is competitive and should be a standard with which to judge other participants.

Understanding Scope of Work

Provided is Construction LTD's understanding of the project, its components, as well as our methodology for delivering this project to completion.

Firm's Experience

An outline of our firm, leadership, company hierarchy, amount of work under contract, as well as public work experience. Additionally, recent projects which are comparable in size and complexity to are listed.

Staff Experience

Staff resumes of our proposed team and their experience with similar projects.

Proposed Schedule

The project schedule is included and clearly illustrates the duration of the project. We estimate the project will have a duration of **300 days** from notice to proceed.

Completeness of Proposal

Provided are all the requested documents noted in the RFQ:

- Vendor Information
- W-9
- Tax Form / Debt / Residence Certification
- Contractor Acknowledgement of Storm Water Management Program
- Certificate of Liability Insurance

Primary Contact Information

Grant Dixon | Business Development | gdixon@cltd.net | C 713-298-0045 / O 713-984-9444

Cost

RFP 25-017 **Construction of Justice Center Courtrooms**

Exhibit I: Pricing

Total Bid

\$ _____

Calendar days for completion 270 Days

Acknowledgement of Receipt of Addendum(s), if issued by
Purchasing, to the Request for Proposal Document.

Addendum No 1 dated	<u>Nov, 11 2024</u>	Received	<u>Nov, 11 2024</u>
Addendum No 2 dated	<u>Nov, 13 2024</u>	Received	<u>Nov, 13 2024</u>
Addendum No 3 dated	<u>Nov, 20 2024</u>	Received	<u>Nov, 20 2024</u>

Sovereign Builders Inc., DBA Construction LTD

Name of Respondent



Signature of Authorized Representative

Austin St. Laurent

Printed Name of Representative

Cost

RFP 25-017 Construction of Justice Center Courtrooms

Exhibit I: Pricing

Total Bid

\$ 4,540,000 (Four million, Five Hundred Forty Thousand)
~~4,953,000~~

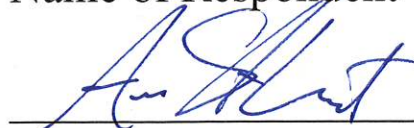
Calendar days for completion 270

Acknowledgement of Receipt of Addendum(s), if issued by
Purchasing, to the Request for Proposal Document.

Addendum No 1 dated	<u>11/11/2024</u>	Received	<u>11/11/2024</u>
Addendum No 2 dated	<u>11/13/2024</u>	Received	<u>11/13/2024</u>
Addendum No 3 dated	<u>11/20/2024</u>	Received	<u>11/20/2024</u>

Sovereign Builders Inc., DBA Construction LTD

Name of Respondent



Signature of Authorized Representative

Austin St. Laurent

Printed Name of Representative

Understanding Scope of Work

Demolition

Existing concrete infill is to be broken out in several locations. This will be replaced with new access flooring as well as a wheelchair lift. Most interior walls are to be demolished in the area designated for renovation. There is some select demolition of millwork as well as interior windows. The ceiling grid and acoustical ceiling tiles shall be demolished and removed in all areas.

Some HVAC branches are to be demolished, capped and sealed. At locations where there are wall penetrations where duct once was, these will be patched and restored to the appropriate fire rating.

Electrical demolition work will involve the removal of abandoned conduit and wiring, ensuring all materials are taken back to the nearest active junction or box. Circuits impacted by remodeling will be re-established to maintain uninterrupted service, and existing circuits will be modified to remain within an 80% load capacity. Labeling and identification will align with project specifications, and circuit directories will be updated for all modified panels. Any vacated breakers will be left as spares in the "off" position. Electrical connections and data cabling tied to prewired furniture will be removed and salvaged for reuse where applicable.

Demolished materials scheduled for reuse shall be carefully removed and properly stored until reused during the project. Some existing interior doors & frames are to be removed and stored for future use. Existing carpet/tiles will be demolished. Carpet tiles shall be given to the owner. Existing light fixtures and ceiling mounted devices shall be stored for future use.

Interior Finishes

Kitchen/Break Room: The kitchen/break room will feature new vinyl composite tile flooring (Armstrong, Linseed 5C236, 12"x12"), complemented by rubber base trim (Johnsonite, 4", Brown). Walls will be repainted in Sherwin Williams Natural Tan (SW7567), and the ceiling will be finished with acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White). Existing millwork will remain, with new plastic laminate countertops (Wilsonart Laminate, Loden Zephyr PL2) installed on work surfaces.

Trial Ready Rooms: Trial ready rooms will include carpet tile flooring (Shaw Contract Group, Village 72760, 24"x24", direct glue with 1/4 turn pattern), accented by wood base trim (Cherry stain). Walls will be repainted in Sherwin Williams Natural Tan (SW7567), and ceilings will feature acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White). Existing door frames will be reused, with new wood veneer doors installed.

Understanding Scope of Work

Court Rooms: The courtroom will feature carpet tile flooring (Shaw Contract Group, Village 72760, 24"x24") and wood base trim (Cherry stain). Walls will be finished with Maharam Tek-Wall Slate wall covering (Treasure 009) and painted surfaces where applicable. The ceiling will include a combination of acoustical ceiling tiles (USG Eclipse Clima Plus, White) and security metal ceiling panels (Trussbilt BarrierDek) for secure areas.

The judge's bench, spectator bench, and jury rail will use Corian Quartz surfaces (Ironstone ST1), while plastic laminate work surfaces (Wilsonart Laminate, Biltmore Cherry PL1) will be installed at appropriate locations. Doors will include solid core wood double doors with wood veneer (Wilsonart Laminate, Biltmore Cherry) and access-controlled solid core wood doors with door lites.

The courtroom will also include accessibility features to accommodate individuals with disabilities. There will be flip-down wheelchair accessibility ramps to access both the jury box and the bench. Additionally, the judge's bench will be equipped with a wheelchair lift for full accessibility.

Storage Room: Storage rooms will have durable vinyl composite tile flooring (Armstrong, Linseed 5C236, 12"x12") and rubber base trim (Johnsonite, 4", Brown). Walls will be painted in Sherwin Williams Natural Tan (SW7567), and ceilings will feature acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White).

Prep Room: The prep room will include new carpet tile flooring (Shaw Contract Group, Village 72760, 24"x24"), rubber base trim, and painted walls in Sherwin Williams Natural Tan (SW7567). Ceilings will feature acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White). Access-controlled doors will be installed for enhanced security.

A/V Room: The A/V room will feature new vinyl composite tile flooring (Armstrong, Linseed 5C236, 12"x12") with matching rubber base trim. Walls will be repainted with Sherwin Williams Natural Tan (SW7567), and the ceiling will use acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White).

Attorney Conference Room: This room will feature carpet tile flooring (Shaw Contract Group, Village 72760, 24"x24") with rubber base trim and walls painted in Sherwin Williams Natural Tan (SW7567). Ceilings will include acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White). An access-controlled wood veneer door will ensure privacy and security.

Secure Confinement: Secure confinement areas will feature sealed concrete flooring with a clear concrete sealant and painted walls in Sherwin Williams Barcelona Beige (SW7530). Ceilings will use security metal panels (Trussbilt BarrierDek), and security-grade hollow metal doors will be installed.

Understanding Scope of Work

Holding: The holding area will have sealed concrete flooring and painted walls (Sherwin Williams Barcelona Beige SW7530). Ceilings will include security metal panels (Trussbilt BarrierDek). Security hollow metal doors will be installed to ensure containment.

Cell: Cell interiors will include stone flooring (Daltile, Aristocrat Cream HM07, Double Bevel, 2"x36"x3/8"), painted walls (Sherwin Williams Barcelona Beige SW7530), and security metal ceilings (Trussbilt BarrierDek). Hollow metal doors with cuff passes will enhance security. These also include toilet fixtures.

Staff Rooms: Staff rooms will feature carpet tile flooring (Shaw Contract Group, Random Pattern, 18"x36"), rubber base trim, and painted walls in Sherwin Williams Natural Tan (SW7567). Ceilings will use acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White).

Work Rooms: Work rooms will include vinyl composite tile flooring (Armstrong, Linseed 5C236, 12"x12") with rubber base trim and walls painted in Sherwin Williams Natural Tan (SW7567). Ceilings will use acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White). Plastic laminate cabinetry (Wilsonart, Pepperdust PL3) will be installed.

Restrooms: The restrooms will have ceramic tile flooring (Daltile, Aristocrat Cream HM07, 12"x24") with coved ceramic baseboards (Daltile, Aristocrat Cream HM07, 6"x12"). Walls will include a mix of ceramic tiles (Daltile, Volume 1.0, 6"x6", Silver VL71) and paint (Sherwin Williams, Portico SW7548). Ceilings will be fitted with acoustical ceiling tiles (USG Eclipse Clima Plus, 2'x2', White). Toilet accessories will include recessed seat cover dispensers, sanitary napkin disposal units, stainless steel grab bars (Bobrick, models B-5806X36 and B-5806X42), and wall-mounted mirrors with stainless steel frames.

Jury Deliberation: The jury deliberation room will have carpet tile flooring (Shaw Contract Group, Village 72760, 24"x24") with rubber base trim and painted walls (Sherwin Williams Natural Tan SW7567). Ceilings will feature acoustical ceiling tiles (USG Eclipse Clima Plus, White).

Court Reporter Room: Court reporter rooms will include carpet tile flooring (Shaw Contract Group, Village 72760, 24"x24") with wood base trim and painted walls (Sherwin Williams Natural Tan SW7567). Ceilings will feature acoustical ceiling tiles (USG Eclipse Clima Plus, White).

Judge's Chambers: The judge's chambers will feature carpet tile flooring (Shaw Contract Group, Random Pattern, 18"x36") with wood base trim. Walls will include accent paint (Sherwin Williams Baguette SW6123) and ceilings will use acoustical ceiling tiles (USG Eclipse Clima Plus, White).

Understanding Scope of Work

Vestibules: Vestibules will have a combination of stone flooring and wood base trim. Walls will feature wood veneer paneling (Cherry wood veneer), and ceilings will use a combination of acoustical ceiling tiles and security metal panels for secure areas.

Services

Mechanical: The HVAC system for the project will include chilled water supply (CHS), chilled water return (CHR), hot water supply (HWS), and condensate drain lines. The design calls for multiple fan-powered terminal units and air devices, which will be manufactured by Krueger. These units will be suspended from the structure above, and all units will require vibration isolation as per manufacturer recommendations. Medium pressure supply ductwork will be connected to the existing systems, with field coordination for exact routing.

Air distribution will utilize a combination of round duct branches, rectangular duct taps, and flexible duct connections (5 to 6 feet) to help reduce noise transmission. The HVAC system will also include supply air diffusers, return air grilles, and exhaust air ceiling devices, as outlined in the plans. Continuous slot air devices will be installed, with portions allocated for supply or return air as needed.

All ductwork will be insulated with a minimum of R-6 insulation in unconditioned spaces and R-8 insulation outside the building, adhering to SMACNA standards. Equipment, such as fan-powered terminal units, air devices, and temperature sensors, will be installed in coordination with other trades, and airflow devices will be rebalanced to achieve specified airflow values.



Understanding Scope of Work

Electrical: The electrical scope for the project includes providing new electrical power and lighting systems throughout the renovated areas. The design incorporates a combination of standard and emergency lighting fixtures, new panel boards, and updated wiring systems. The plans detail electrical provisions for lighting, power outlets, fire alarms, data/telecommunications, and special systems for security.

Key elements include:

- New lighting fixtures and controls, incorporating emergency lighting circuits.
- Installation of new electrical panels and power distribution systems.
- Power provisions for HVAC equipment, security systems, and other building services.
- Re-establishment and rerouting of electrical services interrupted by demolition.
- New wiring for data/communications and dedicated power outlets for technology and security systems.

Plumbing: The plumbing system for the project includes connections to existing sanitary waste, stormwater, hot and cold water, and vent piping. The new piping will consist of copper (Type L) for domestic cold water, cast iron for waste lines, and black steel for gas and fire systems.

Key elements include:

- **Water Supply:** Installation of new domestic hot and cold water lines, connecting to existing building systems. Instantaneous water heaters (Eemax) will be installed at select locations for hot water on demand.
- **Sanitary Drainage and Vents:** New sanitary waste and vent lines will be installed, connecting to existing systems. Floor drains (Zurn), wall cleanouts, and trap primers are specified for easy maintenance and functionality.
- **Plumbing Fixtures:** Lavatories, water closets, and sinks will be installed, manufactured by Kohler and Acorn, among others. Fixtures will be compliant with ADA standards, including wall-mounted sinks with concealed arms and electronic flush valves.
- **Gas and Fire Sprinkler Systems:** New gas lines and fire sprinkler pipes will be installed, utilizing black steel with PVC sleeves where necessary.
- **Coordination and Verification:** Contractors must coordinate routing and installation with other trades, ensuring no conflicts with other systems and maintaining appropriate slopes for drainage.

The contractor will ensure that all penetrations through floors and walls are properly sealed to maintain fire ratings and water resistance.

Understanding Scope of Work

Technology: The technology scope for this project includes structured cabling, audio-visual systems, security systems, and other essential communication components. The key elements are:

- **Structured Cabling:** Installation of structured cabling to support data, telecommunications, and AV connections throughout the facility. This includes providing pathways using cable trays, conduits, and sleeves. Category 6 cabling will be used for all network and data connections.
- **Audio-Visual Systems:** Audio-visual systems include the installation of local sound systems, flat-panel displays, projectors, digital signage, AV switchers, and AV control panels. This also involves mounting AV equipment as per the project plans and providing dedicated AV cabling and power outlets to ensure proper integration.
- **Security Systems:** Security systems encompass video surveillance cameras, access control systems, and intrusion detection systems. Components include door contacts, electrified locks, card readers, and motion sensors, with systems integrated into a central monitoring and control point.
- **Telecommunications:** Telecommunication provisions include installing wireless access points, network switches, UPS systems, telephones, and workstation PCs throughout the facility. A telecommunications grounding system is implemented to ensure the safety and reliability of connections.
- **Access Control:** Access control provisions include card readers, door contacts, and electrified locks. The system will be integrated with door hardware and supported by the building's network. Coordination is needed to provide network connections to each access control panel.
- **Pathways and Conduits:** Cable pathways are provided throughout the building, with appropriate conduits, junction boxes, and sleeves installed for proper routing. Wireless access points, ceiling-mounted surveillance cameras, and data outlets will have conduits stubbed out to accessible ceilings, ensuring flexibility for future additions.

The installation will require close coordination with other trades, including electrical and mechanical, to ensure that cabling pathways do not interfere with existing building systems.

Understanding Scope of Work

CLTD Methodology

At CLTD, we provide consistent reporting throughout the job, ensuring that scope is carried out correctly, schedule is maintained, and budget needs are met. Project objectives are met through consistent reporting on milestones, RFIs, submittals, procurement, change orders, and other applicable project items. Through consistent tracking, CLTD can recognize and prioritize issues as they arise, and become proactive in the construction process, rather than reactive.

Pre-Construction Phase:

1. Review Proposed Project Program:
 - Comprehensive assessment of the proposed project to understand its scale, complexity, and specific requirements.
2. Review Current Construction Documents:
 - Thorough analysis of all existing construction documents to ensure all details are accounted for in the planning process.
3. Evaluate Existing Conditions:
 - On-site assessment to identify potential challenges and plan for them proactively.
4. Generate Project Construction Estimate:
 - Providing a detailed and transparent cost estimate for the entire project.
5. Identify Long-Lead Items and Specialty Assemblies/Systems:
 - Early identification of long-lead items to ensure timely procurement and delivery.
6. Create Initial Project Schedule:
 - Development of a comprehensive project schedule, including preconstruction, construction, and post-construction phases.



SUGAR LAND HANGAR

Understanding Scope of Work

Project Start-up/Award:

1. Review and Execute Contract:
 - CLTD will work with the owner to review and execute the contract.
2. Review Proposals and Buyout Subcontractors:
 - Upon contract execution, CLTD works with their subcontractors to confirm pricing, get subcontractors under contract and review all parts of the project to ensure that scope gaps are covered.
 - CLTD will conduct preliminary meetings with subcontractors too ensure buy-in for the proposed schedule, and drive results from commencement of the project.
 - Site logistics plans, construction operations plans, and other deliverables will be established by the project team in order to minimize miscoordination in the field.
3. Revise Initial Project Operations/Schedule:
 - During the buyout process, CLTD will shore-up construction durations, procurement challenges and risks, and revise the project schedule to provide more detail on task durations.
4. Provide Billing Documents:
 - CLTD will provide a comprehensive schedule of values and expected billing schedule to ensure no delays in payment upon commencement of the project.
5. Procore Job Set Up:
 - The project will be added into Procore, the industry leading project management software we use to manage our projects, and all project documentation shall be recorded there for lifecycle of the project. This will provide ownership with an “Owner’s Portal” where they may review project documentation, meeting minutes, jobsite photos, and all other project documents.



HEIGHTS HOSPITAL

Understanding Scope of Work

6. Project Kickoff Call:

- Project kickoff call among owner, design team, and CLTD to go over billing procedures, RFI procedures, submittal procedures, and a startup checklist to ensure seamless communication between parties at project start.

Construction Phase:

1. Safety:

- CLTD prides itself on conducting a safe project. Through regular project inspections by our team, risks are mitigated, and safety standards are enforced.
- Weekly Safety Report – The on-site CLTD superintendent conducts and documents a weekly report through Procore, verifying that correct safety procedures are being utilized throughout the job. Our on-site superintendents can quickly enforce safety concerns daily, to mitigate potential risks.

2. Operations:

- CLTD Believes that proactive and efficient communication are paramount to the success of the project. Throughout the project, all stakeholders will be informed of the direction of the project and be steered in the correct direction through collaboration and open communication. CLTD drives efficient team meetings with actionable outcomes that allow the project to keep moving forward. These include:
- Internal Project Team Meetings – CLTD conducts internal team meetings to discuss challenges on the project. These meetings are conducted with all parties of the project team, and are used to disseminate knowledge throughout the team, and keep the team moving in the correct direction. Daily foremen meeting allow for full project coordination, to ensure that project durations are met.
- OAC Meetings – CLTD will lead a weekly OAC meeting, which will provide a safety update, schedule update, RFI log, submittal log, change order log, pay application log, project photos, and action items for parties involved.
- Project Specialty Meetings – CLTD will lead meetings as required for certain milestones, coordination with outside parties, and other project necessities. These meetings include utility meetings, equipment coordination meetings, keying meetings, finishes meetings, 30-day out meetings, and additional meetings as required with the necessary stakeholders.

3. Construction Phase Deliverables – CLTD provides regularly distributed reports and logs to ensure transparent reporting to the client. These include:

- | | |
|---|--------------------------------|
| • Intermediate Project Schedule – Monthly | • Procurement Log – Weekly |
| • 6-Week Project Lookahead – Weekly | • Change Order Log – Weekly |
| • RFI Log – Weekly | • Pay Application Log – Weekly |
| • Submittal Log – Weekly | • Project Photos – Daily |

Understanding Scope of Work

Warranty Period:

1. Issue Reporting and Response
 - Issue Reporting Procedure: Provide clear instructions on how clients can report warranty issues (e.g., phone, email, online portal).
 - Response Timeframes: Define and communicate standard response times for different types of issues (e.g., emergency, urgent, routine).
2. Communication and Support
 - Client Orientation: Conduct a client orientation meeting to explain the warranty process, coverage, and how to report issues.
 - Dedicated Contact Point: Establish a single point of contact (POC) for the client to report warranty issues and concerns.
3. 11-month Warranty Walk
 - Walk the facility with the client close to the end of the 1-year warranty period to address any outstanding issues.



J MORALES OFFICE

Understanding Scope of Work

Safety Program:

At Construction LTD, safety is a core value deeply embedded in our corporate culture. We uphold a "Zero Today" philosophy, striving daily to eliminate all incidents. For our team, safety is paramount in everything we do.

1. Mandatory OSHA Certification
 - All team members must maintain OSHA 30-Hour certifications.
2. Safety Orientations
 - Required for all new hires and site-specific workers before beginning any work.
3. Site-Specific Safety Plan
 - Comprehensive risk assessments and proper planning start on day one.
4. Daily Jobsite Safety Analysis (JSA)
 - Daily assessments by all employees and subcontractors to identify and mitigate hazards.
5. Stretch & Flex
 - Daily 10-15 minute exercises to prevent injuries and minimize discomfort.
6. Weekly Toolbox Safety Meetings
 - Mandatory meetings addressing current work and potential hazards.
7. Stop Work Authority
 - All team members can stop unsafe work without fear of retaliation.
8. Good Catch/Near Miss Program
 - Incentives for reporting and addressing potential hazards, improving overall safety culture.
9. Sub-Zero IMPACT Program
 - A safety performance standard for subcontractors including contract preparation, selection, award, training, management, and post-evaluation.

With our "Zero Today" goal, Construction LTD is committed to providing the safest work environment possible and eliminating accidents and injuries every day.



DEER PARK CITY HALL

Understanding Scope of Work



Construction LTD
1825 Upland
Houston, Texas 77043
P: 7139849444

Project: 285 Cedar Hills Behavioral Hospital
1975 Babcock Rd.
San Antonio, Texas 78229

Provided are examples of
Construction LTD's reporting.

OAC Agenda: Meeting #7

Meeting Date Nov 7, 2023 **Meeting Time** 4:00 PM - 5:00 PM Central Time (US & Canada)
Meeting Location Zoom (Online) **Video Conferencing Link** <https://zoom.us/join>
Overview Zoom ID: 832 224 6400 Passcode: 6400
Attachments

Scheduled Attendees

Name	Company	Phone Number	Email
Lisa Ellis	Cedar Health Group		lisa.ellis@cedarbehavioral.com
Jack Mandelbaum	Cedar Health Group		jack@cedardg.net
Yaakov Septimus	Cedar Health Group		yaakov@cedarhealth.net
Joe Sereno	Cedar Health Group		joe.seren@cedarbehavioral.com
Cameron Aschenbeck	Construction LTD		caschenbeck@cltd.net
Glenn Lusk	Construction LTD		glusk@cltd.net
Terry Tauriello	Construction LTD	P: (832) 203-6803	ttauriello@cltd.net
Blair Korndorffer	Diamond Development Group		hawarch@aol.com

Permitting

No.	Mtg Origin	Title	Assignment	Due Date
1.1	1	Open Permit Items Level 1	Blair Korndorffer (Diamond Development Group)	Sep 21
Description Need open items responded to in the system for Level 1 Interior Permit.				
No.	Mtg Origin	Title	Assignment	Due Date
1.2	1	State of Texas	Blair Korndorffer (Diamond Development Group)	
Description 100% State Inspection Scheduled				
No.	Mtg Origin	Title	Assignment	Due Date
1.3	2	Level 2 Open Items	Cameron Aschenbeck (Construction LTD)	
Description Per Blair:				



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Job #: 285 Cedar Hills Behavioral Hospital
1975 Babcock Rd
San Antonio, Texas 78229

Construction LTD

Page 1 of 2

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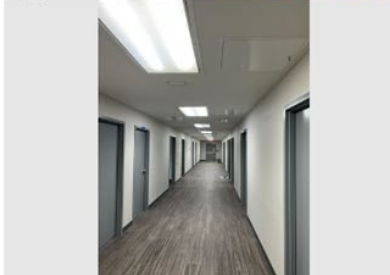
Description



Description

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11/10/2023 at 10:48 pm

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Glenn Lusk
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11/10/2023 at 09:21 am

Uploaded By
Cameron Aschenbeck
File Name
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Description

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11/04/2023 at 10:39 am

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10/31/2023 at 07:52 am

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Glenn Lusk
File Name
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Page 1 of 1



Understanding Scope of Work



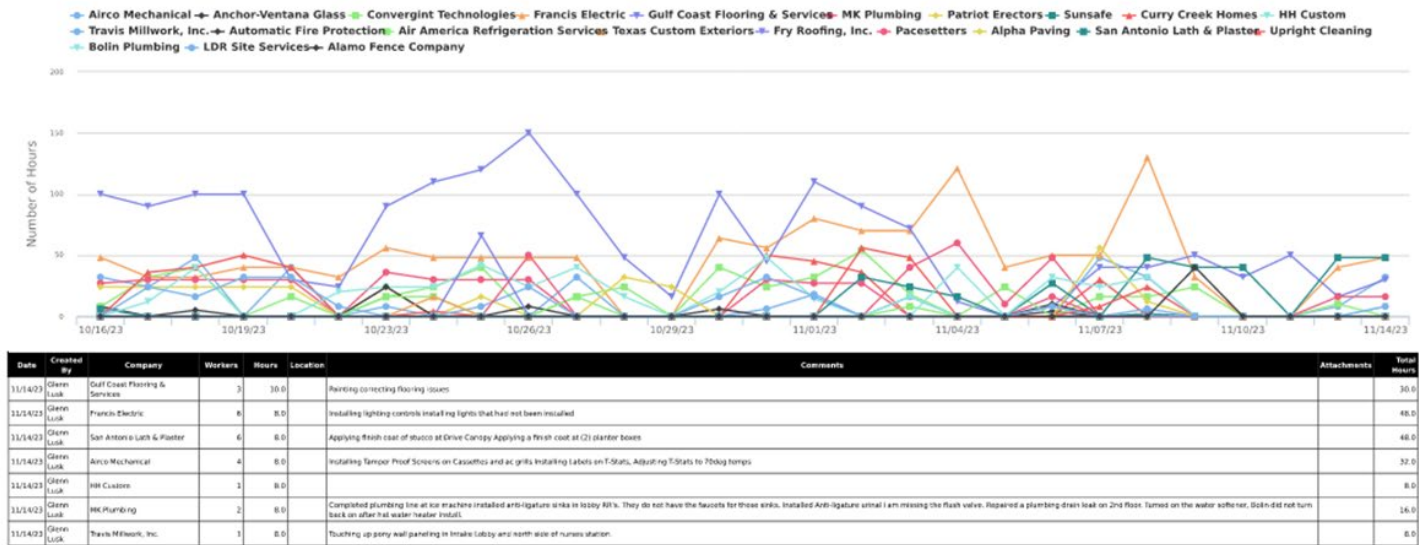
Construction LTD
1825 Upland
Houston, Texas 77043
United States

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Job #: 285 Cedar Hills Behavioral Hospital
1975 Babcock Rd.
San Antonio Texas. 78229

Daily Log Manpower Report

Manpower Graph



Printed on Wed Nov 15, 2023 at 02:09 pm CST



Construction LTD
Job #: 285 Cedar Hills Behavioral Hospital
1975 Babcock Rd.
San Antonio, Texas 78229

Open Change Events

Change Event Line Item Details

Group	Change Event Status	Change Event Title	Change Event Scope	Change Event Line Item ROM Amount	Change Event Change Reason	Change Event Updated At
Change Event Number: 001				Count: 3		
Open		Phase 1 New Plumbing Fixtures	Out of Scope	\$152,602.00	Existing Condition	09/20/2023
Open		Phase 1 New Plumbing Fixtures	Out of Scope	\$46,753.00	Existing Condition	09/20/2023
Open		Phase 1 New Plumbing Fixtures	Out of Scope	\$24,375.00	Existing Condition	09/20/2023
Change Event Number: 002				Count: 1		
Open		PA Audio Speaker	Out of Scope	\$5,560.00	Client Request	09/20/2023
Change Event Number: 003				Count: 4		
Open		Level 1 Corridor Ceiling Changes	Out of Scope	\$3,237.00	Existing Condition	09/27/2023
Open		Level 1 Corridor Ceiling Changes	Out of Scope	\$42,632.74	Existing Condition	09/27/2023
Open		Level 1 Corridor Ceiling Changes	Out of Scope	\$15,104.43	Existing Condition	09/27/2023
Open		Level 1 Corridor Ceiling Changes	Out of Scope	\$5,144.70	Existing Condition	09/27/2023
Change Event Number: 004				Count: 1		
Open		Sprinkler Head Changes	Out of Scope	\$0.00	Existing Condition	09/21/2023
Change Event Number: 005				Count: 1		
Open		State 80% Inspection Changes	Out of Scope	\$11,984.00	Existing Condition	09/21/2023
Change Event Number: 006				Count: 1		
Open		Secondary Domestic Water Source	Out of Scope	\$0.00	Design Development	09/27/2023
Change Event Number: 007				Count: 1		
Open		3/8" Pea Gravel	TBD	\$0.00	Client Request	09/28/2023
Grand Totals:				Count: 12		



Proposed Schedule

Construction Duration

The construction duration is **10 months / 300 days**. This period includes demolition, site preparation, installation of MEP and technology systems, structural modifications, and interior finishes.

Key activities include:

Mobilization and Demolition: Selective demolition of existing walls, ceilings, and systems to prepare the site for new installations.

MEP Systems: Installation of HVAC, electrical, and plumbing systems, including fan-powered terminal units, new panelboards, and ADA-compliant fixtures.

Structural and Accessibility Features: Modifications include new partitions, ceiling systems, flip-down wheelchair ramps, and a wheelchair lift for accessibility.

Interior Finishing: Installation of new flooring, wall finishes, and ceilings, as well as millwork like the judge's bench and jury rail using Corian Quartz.

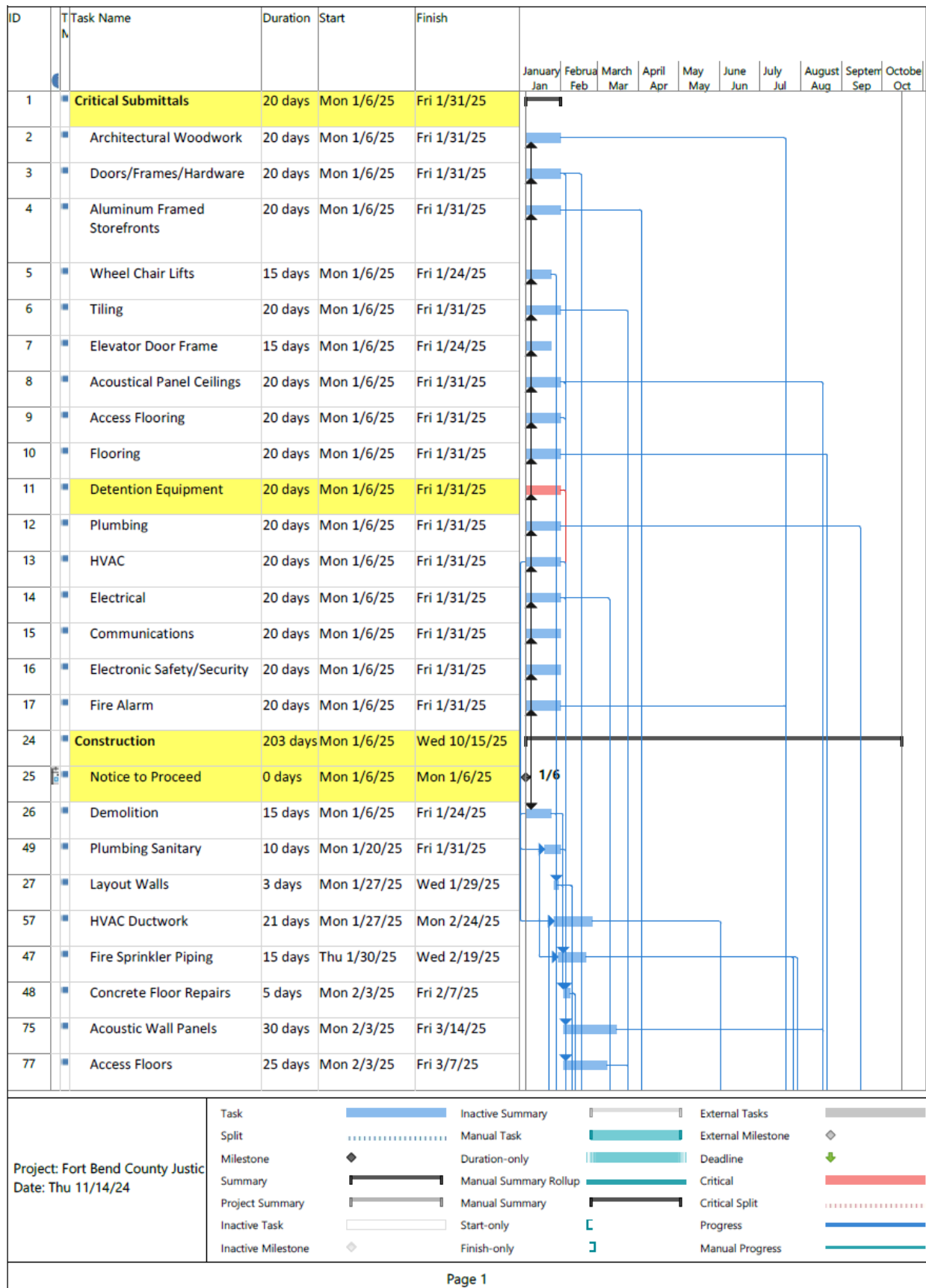
Technology Systems: Structured cabling, AV, and security systems, including surveillance, access control, and telecommunications.

Our goal is to complete the project on schedule, delivering a high-quality courtroom buildout.

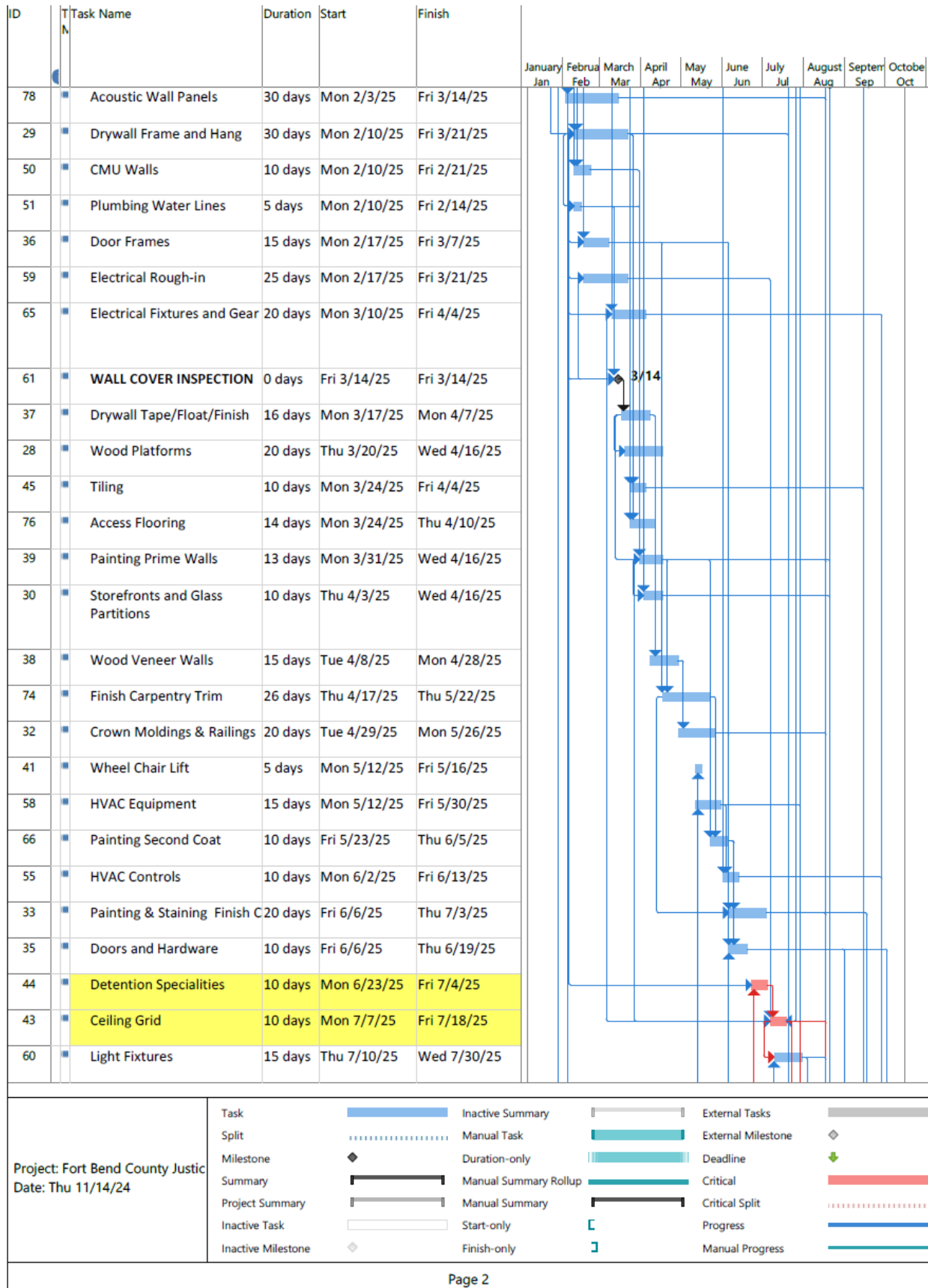


GALVESTON FS 1

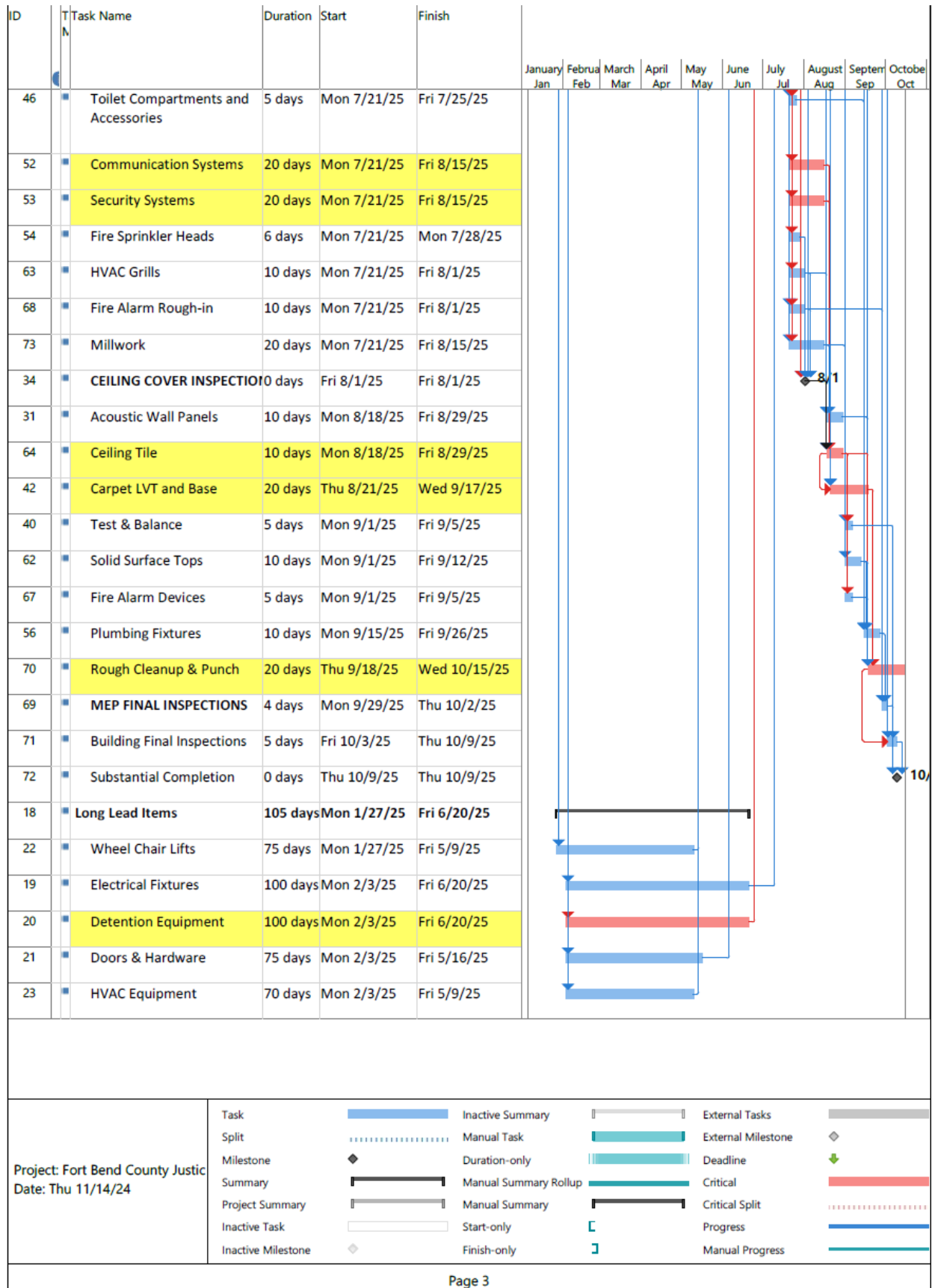
Proposed Schedule



Proposed Schedule



Proposed Schedule



Overall Completeness of Proposal

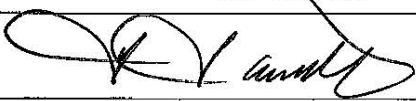


COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaimie Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Sovereign Builders, Inc.												
Business Name (if different from legal name)	Construction LTD												
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 43										
Federal ID # or S.S. #	41-2246369	SAM.gov Unique Entity ID #											
SAM.gov CAGE / NCAGE													
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	1825 Upland Dr.												
City/State/Zip	Houston, TX 77043												
Physical Address	1825 Upland Dr.												
City/State/Zip	Houston, TX 77043												
Phone Number	713-984-9444												
E-mail	ttauriello@cltd.net												
Contact Person	Terry Tauriello, Vice President Construction Operations												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
_____	_____												
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Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/>										
NAICs codes (Please enter all that apply)	236220												
Signature of Authorized Representative													
Printed Name	Terry Tauriello												
Title	Vice President Construction Operations												
Date	10.31.2024												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Overall Completeness of Proposal

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service		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. Sovereign Builders INC			
	2 Business name/disregarded entity name, if different from above dba Construction LTD			
	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) ▶ <input type="checkbox"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 1825 Upland Drive		Requester's name and address (optional)	
	6 City, state, and ZIP code Houston Texas 77043			
	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 <i>How to get a TIN</i> 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 41 - 2246369	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ 	Date ▶ 10/31/2024
------------------	--	--------------------------

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:

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

Overall Completeness of Proposal

Form W-9 (Rev. 12-2014)

Page 2

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 he or she stays 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.

Overall Completeness of Proposal

Form W-9 (Rev. 12-2014)

Page 3

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)(ii)

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 (1-800-829-3678).

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.

Overall Completeness of Proposal

Form W-9 (Rev. 12-2014)

Page 3

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."

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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.

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- 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)(ii)

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 (1-800-829-3678).

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.

Overall Completeness of Proposal

Form W-9 (Rev. 12-2014)

Page 4

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 or:
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 ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN or:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
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.

⁵ 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 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.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.

Overall Completeness of Proposal

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 41-2246369

Company Name submitting Bid/Proposal: Construction LTD

Mailing Address: 1825 Upland Dr. Houston, TX 77043

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**

N/A

* 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 Construction LTD 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 _____.

[Company Name]
[City and State]

Created 05/12

Overall Completeness of Proposal

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:

Construction LTD

(Company/Contractor)

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


Contractor Signature

10/31/2024
Date

Terry Tauriello@cltd.net
Printed Name

Vice President of Operations
Title



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

November 8, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 25-017 – Construction of Justice Center Courtrooms for Fort Bend County

Addendum 1:

Attached is Addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include Q&A#2, revised specifications and drawings provided by Architect. An optional site visit has been scheduled for Wednesday, November 13, 2024 at 10:00am. See section 9.0 for more details.

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

Construction LTD

Company Name

11/11/24

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Melissa Stavinoha
Senior Buyer



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

November 13, 2024

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County RFP 25-017 – Construction of Justice Center Courtrooms for Fort Bend County

Addendum 1:

Attached is Addendum 2. Vendors are to utilize Addendum 2 document while preparing their solicitation response. Changes include submission due date extension to November 26, 2024 and revisions to Section 4.0 & Section 8.0.

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

Construction LTD

Company Name

Signature of person receiving addendum

11/13/2024

Date

If you have any questions, please contact this office.

Sincerely,

Melissa Stavinoha
Senior Buyer



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

November 20, 2024

TO: All Prospective Bidders

RE: Addendum No. 3 – Fort Bend County RFP 25-017 – Construction of Justice Center Courtrooms for Fort Bend County

Addendum 3:

Attached is Addendum 3. Vendors are to utilize Addendum 3 document while preparing their solicitation response. Changes include Q&A # 4 and revised specifications and drawing sheets provided by Architect.

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

Construction LTD

Company Name

A handwritten signature in dark ink, appearing to be "M. Stavinoha", is written over a horizontal line.

11/20/2024

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to be "Melissa Stavinoha", is written over a horizontal line.

Melissa Stavinoha
Senior Buyer

EXHIBIT C

(Prevailing Wage Rates Follow Behind)

be in form satisfactory to Fort Bend County.

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

24.0 PREVAILING WAGES:

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

General Decision Number: 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		Rates	Fringes
0	01/05/2024			
1	06/14/2024			
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
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IRON0084-002 06/01/2023

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
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PLAS0783-001 04/01/2023

PLASTERER	\$ 31.34	10.30
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PLUM0068-002 10/01/2023

PLUMBER	\$ 34.86	11.68
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PLUM0211-010 10/01/2023

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

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

ACOUSTICAL CEILING MECHANIC	\$ 16.41 **	3.98
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BRICKLAYER	\$ 19.86	0.00
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CAULKER	\$ 15.36 **	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 13.82 **	0.00
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DRYWALL FINISHER/TAPER	\$ 16.30 **	3.71
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DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
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ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
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ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
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.