

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR DESIGN/BUILD SERVICES
ARCOLA COMMUNITY CENTER
SOQ 12-037

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and P2MG, LLC, hereinafter referred to as "DESIGN-BUILDER," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County intends to have designed and constructed certain renovations to the Arcola Community Center, approximately 6,500 sq. ft. of existing warehouse space in a building attached to the rear of Arcola City Hall, 13222 Hwy 6, Arcola, Fort Bend County, Texas, hereinafter called the "Work;"

WHEREAS, County desires that DESIGN-BUILDER perform design and build services in connection with the Work; and

WHEREAS, DESIGN-BUILDER represents that it is qualified and desires to perform such services in response to SOQ 12-037.

NOW, THEREFORE, County and DESIGN-BUILDER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

1.01 DESIGN-BUILDER agrees to perform professional design and build services in two (2) phases in connection with the Work at 13222 Hwy 6, Arcola, Texas, as stated herein and more particularly described in Exhibit "A" attached hereto and incorporated herein, and for having rendered such services, the County agrees to pay to DESIGN-BUILDER compensation as stated herein. In addition, the General Terms attached hereto as Exhibit "B" and SOQ 12-37 attached hereto as Exhibit "C" are incorporated herein as if set forth herein verbatim for all purposes.

1.02 The design and build services rendered by DESIGN-BUILDER, shall be completed in two (2) phases as described further herein:

- A. Phase I – Design
- B. Phase II – Construction

1.03 DESIGN-BUILDER shall not advance from any phase without prior written authorization from County.

1.04 DESIGN-BUILDER warrants that the Work shall be substantially complete on or before August 31, 2012.

SECTION II
CHARACTER AND EXTENT OF SERVICES

2.01 Upon receipt of the County's Purchase Order and this Agreement, DESIGN-BUILDER shall render the following "Basic Services" in connection with the Work:

- A. Develop the plans and specification for the Work that shall be dated and initialed by DESIGN-BUILDER and, after approval, the County ("Plans").
- B. Build the Work according to the Plans only after receipt of notice to proceed is given by the County.
- C. In performing these services, DESIGN-BUILDER will protect the County against defects and deficiencies in the Work.
- D. DESIGN-BUILDER accepts responsibility for the means, methods and workers' safety related to the Work.
- E. DESIGN-BUILDER will Consult with and advise the County during construction.
- F. DESIGN-BUILDER will prepare, sign and issue routine changes in contract for County's approval.
- G. DESIGN-BUILDER will review shop, laboratory and mill tests of material and equipment and promptly advise County of any deficiencies noted.
- H. DESIGN-BUILDER will review submittals and shop drawings requested for compliance with design concepts and specifications and with information given in the contract documents.
- I. DESIGN-BUILDER will prepare meeting notes and distribute copies to all attendees at all meetings related to the Work.
- J. DESIGN-BUILDER will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; receive and forward to the County for County's review and records, written warranties and related documents required by the contract documents and assembled by DESIGN-BUILDER and issue a final Certificate for Payment upon compliance with the requirements of the contract documents.

2.02 Upon completion of the Work, DESIGN-BUILDER shall provide an electronic set in AutoCad (.dfx.) format, reports and specifications concerning the Work after all of the construction changes have been made ("as built") based upon information concerning field changes maintained and provided by DESIGN-BUILDER.

2.03 DESIGN-BUILDER shall compensate all persons employed by DESIGN-BUILDER for the Work as described in Exhibit "D" – Prevailing Wage Rate, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes, and for having rendered such services, the County agrees to pay DESIGN-BUILDER as provided in the Agreement and previous Amendments.

SECTION III
ADDITIONAL SERVICES AND CHARGES

3.01 It is expressly understood and agreed that DESIGN-BUILDER shall not furnish any additional services without prior written authorization of the Director of Community Development.

3.02 The County shall have no obligation to pay for such additional services that have been rendered without the prior written authorization of the Director of Community Development.

SECTION IV
PERFORMANCE/PAYMENT BOND

4.01 Upon receipt of notification to proceed with the construction phase of the Work, DESIGN-BUILDER must provide Fort Bend County with a Performance Bond and Payment Bond, each in the amount of 100% of the total contract sum within ten (10) calendar days. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by DESIGN-BUILDER. In the event Fort Bend County rejects the proposed surety company, DESIGN-BUILDER will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County. Upon County's acceptance of Bonds, DESIGN-BUILDER will proceed with the performance of the Work called for in the Construction Phase of this Agreement and shall complete such Work within one-hundred twenty (120) calendar days after such approval by the County.

4.02 The foregoing time limits may for good cause be extended by the Director of Community Development as the Work proceeds. Any such extension must be approved in writing.

SECTION V
COMPENSATION

5.01 For and in consideration of the services rendered by DESIGN-BUILDER, and subject to the limit of appropriation, the County shall pay to DESIGN-BUILDER a firm fixed fee of \$214,000.00 for all Work provided by DESIGN-BUILDER as follows:

A.	Design Phase:	\$21,400.00
B.	Construction Phase:	\$164,676.00
C.	Overhead 10%/Profit 5%	\$27,924.00

5.02 Payments for services rendered for the Work shall be paid monthly in proportion to the percentage of the completion of the Work as evidenced by DESIGN-BUILDER's monthly estimates for payments, less the retainage specified in Exhibit B.

5.03 On or about the last day of each calendar month during the performance of the Work to be provided under this Agreement, DESIGN-BUILDER shall submit a sworn statement to the Director of Community Development in a form acceptable to the Fort Bend County Auditor, setting forth the percentage of the Work provided and which was completed during such calendar month and the compensation which is due plus the amounts payable for any approved additional services which have not been previously billed or paid.

5.04 In the event the statement includes charges based upon direct labor cost of services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which DESIGN-BUILDER seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of

DESIGN-BUILDER certifying that the work was performed, it was authorized in writing by the Director of Community Development and that all information contained in the invoice being true and correct.

5.05 Furthermore, DESIGN-BUILDER agrees to maintain, for a period of seven years, detailed records that identify each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and provide such other details as may be requested by the County Auditor for verification purposes.

5.06 The Director of Community Development shall review the statements within ten (10) business days of receipt and approve them in writing with such modifications, if any, as he deems appropriate. The County shall pay each statement within thirty (30) days after the Director of Community Development's written approval, provided however, that the approval or payment of any statement shall not be considered evidence of performance by DESIGN-BUILDER to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

SECTION VI TERMINATION

6.01 The County may terminate this Agreement at any time by providing thirty (30) days written notice to DESIGN-BUILDER. Upon receipt of such notice, DESIGN-BUILDER shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within thirty (30) days after receipt of notice of termination, DESIGN-BUILDER shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

6.02 The County shall then pay DESIGN-BUILDER that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

6.03 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION VII NOTICE

7.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or DESIGN-BUILDER at the addresses set forth below.

7.02 If mailed, any notice or communication shall be deemed received three days after date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

- A. If to Design/Builder: P2MG, LLC
5450 NE Central Drive, Suite 300
Houston, Texas 77092
- B. If to County, notice must: Robert E. Hebert
be sent to both County Fort Bend County Judge
Judge and County Facilities 301 Jackson, Suite 719
Management & Planning Director Richmond, Texas 77469
- Marilynn Kindell
Director of Community Development
301 Jackson
Richmond, Texas 77469
- with copy to: Gilbert Jalomo
Fort Bend County Purchasing Agent
301 Jackson
Richmond, Texas 77469

7.03 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VIII
LIMIT OF APPROPRIATION

8.01 Prior to the execution of this Agreement, DESIGN-BUILDER was advised by County, and DESIGN-BUILDER clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, County shall have available the total maximum sum of \$214,000.00 specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by County in bringing this Work to an absolute conclusion, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to DESIGN-BUILDER, and any and all costs for any and all things or purposes enuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.

8.02 DESIGN-BUILDER does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that DESIGN-BUILDER may become entitled to hereunder and the total maximum sum that County shall become liable to pay DESIGN-BUILDER hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$214,000.00 for the Work.

SECTION IX
SUCCESSORS AND ASSIGNS

9.01 The County and DESIGN-BUILDER bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

9.02 Neither the County nor DESIGN-BUILDER shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

9.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION X
PUBLIC CONTACT

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

SECTION XI
COMPLIANCE AND STANDARDS

DESIGN-BUILDER shall provide the Work hereunder in accordance with generally accepted standards for design and construction contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate for buildings similar to the Work to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Work to be rendered hereunder. DESIGN-BUILDER shall provide the County with all MSDS sheets related to the Work and a certification that the material used in the Work is free of asbestos.

SECTION XII
OWNERSHIP OF DOCUMENTS

12.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by DESIGN-BUILDER and its Consultants (deliverables).

12.02 No reuse fees or royalty payments will be paid to DESIGN-BUILDER in connection with future reuse or adaptation of designs derived under this contract.

12.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

12.04 DESIGN-BUILDER is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Work depicted in the deliverables for any without the prior express written permission of the County.

12.05 The documents referenced in this Section are not intended or presented by DESIGN-BUILDER to be suitable for reuse by the County or others on extensions of this Work or on other unrelated projects.

12.06 Any adaptation or use by the County of such documents on extension of this Work or other unrelated projects shall be at the County's sole risk.

SECTION XIII INDEMNIFICATION

13.01 DESIGN-BUILDER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF DESIGN-BUILDER PURSUANT TO THIS AGREEMENT.

13.02 DESIGN-BUILDER shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the County with a written report on each such matter covered by this paragraph and by paragraph 13.03 below, 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 the County required by DESIGN-BUILDER in the defense of each matter.

13.03 The County shall timely forward to DESIGN-BUILDER copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with DESIGN-BUILDER in its defense of each such matter.

13.04 DESIGN-BUILDER'S DUTY TO DEFEND INDEMNIFY AND HOLD THE COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY THE COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

13.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of DESIGN-BUILDER, DESIGN-BUILDER shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of DESIGN-BUILDER are not at issue in the matter. In such event, the County shall promptly reimburse DESIGN-BUILDER for its costs of defense.

13.06 In the event that any such matter being so defended by DESIGN-BUILDER also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.

13.07 DESIGN-BUILDER shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.

13.08 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

13.09 DESIGN-BUILDER' indemnification shall cover, and DESIGN-BUILDER agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected DESIGN-BUILDER to perform the work described in this Agreement.

13.10 The provision by DESIGN-BUILDER of insurance shall not limit the liability of DESIGN-BUILDER under this Agreement.

13.11 DESIGN-BUILDER shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.

13.12 Loss Deduction Clause - The 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 DESIGN-BUILDER and/or Trade Contractor providing such insurance.

SECTION XIV
FORT BEND COUNTY
INSURANCE REQUIREMENTS

14.01 DESIGN-BUILDER will provide a certificate of insurance indicating coverage in the amounts stated below.

14.02 DESIGN-BUILDER shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County, naming the County as additional insured to all required coverages except for Worker's Compensation. All liability policies written on behalf of DESIGN-BUILDER shall contain a waiver of subrogation in favor of County and members of Commissioners Court:

- a. Workers Compensation
- b. Employer's Liability: \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease

c. Commercial general liability insurance including:

- (1). Bodily Injury
- (2). Personal Injury
- (3). Property Damage
- (4). Owner's Protective
- (5). Products/Completed Operations

d. Business Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to \$1,000,000 each occurrence single limit for Bodily Injury and Property Damage combined

14.03 DESIGN-BUILDER 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 the County.

14.04 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.

14.05 Approval of the insurance by the County shall not relieve or decrease the liability of the DESIGN-BUILDER.

14.06 Workers' Compensation Insurance Coverage:

A. Definitions:

1. Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Work, for the duration of the Work.

2. Duration of the Work - includes the time from the beginning of services on the Work until the services on the Work has been completed and accepted by the County.

3. Persons providing services on the Work ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services DESIGN-BUILDER has undertaken to perform on the Work, regardless of whether that person contracted directly with DESIGN-BUILDER and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Work. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

14.07 DESIGN-BUILDER shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory

requirements of Texas Labor Code, Section 401.011(44) for all employees of DESIGN-BUILDER providing services on the Work, for the duration of the Work.

14.08 DESIGN-BUILDER must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

14.09 If the coverage period shown on DESIGN-BUILDER' current certificate of coverage ends during the duration of the Work, DESIGN-BUILDER must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

14.10 DESIGN-BUILDER shall obtain from each person providing services on the Work, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the Work, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the Work; and

(B) no later than seven days after receipt by DESIGN-BUILDER, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Work.

14.11 DESIGN-BUILDER shall retain all required certificates of coverage for the duration of the Work and for one year thereafter.

14.12 DESIGN-BUILDER shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after DESIGN-BUILDER knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Work.

14.13 DESIGN-BUILDER shall post on each Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Work that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

14.14 DESIGN-BUILDER shall contractually require each person with whom it contracts to provide services on the Work to:

(A) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Work, for the duration of the Work;

(B) provide DESIGN-BUILDER, prior to that person beginning work on the Work, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Work, for the duration of the Work;

(C) provide DESIGN-BUILDER, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Work;

(D) obtain from each other person with whom it contracts, and provide to DESIGN-BUILDER:

(i) a certificate of coverage, prior to the other person beginning work on the Work; and

(ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Work;

(E) retain all required certificates of coverage on file for the duration of the Work and for one year thereafter;

(F) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the Work; and

(G) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

14.15 By signing this contract or providing or causing to be provided a certificate of coverage, DESIGN-BUILDER is representing to the County that all employees of DESIGN-BUILDER who will provide services on the Work will be covered by workers' compensation coverage for the duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject DESIGN-BUILDER to administrative penalties, criminal penalties, civil penalties, or other civil actions.

14.16 DESIGN-BUILDER'S failure to comply with any of these provisions is a breach of contract by DESIGN-BUILDER which entitles the governmental entity to declare the contract void if DESIGN-BUILDER does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

SECTION XV MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVI
AUTHORITY OF DIRECTOR OF COMMUNITY DEVELOPMENT

16.01 The County Director of Community Development, at her sole discretion, shall decide and determine any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement by DESIGN-BUILDER. His decision shall be final.

16.02 It is mutually agreed by both parties that the County Director of Community Development shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Director of Community Development in such shall be final and binding alike on both parties hereto.

16.03 Nothing contained in this Article shall be construed to authorize the County Director of Community Development to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XVII
MISCELLANEOUS

17.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof.

17.02 All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

17.03 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

17.04 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

17.05 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

17.06 DESIGN-BUILDER agrees and understands that, by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. The Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client. The Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client. DESIGN-BUILDER and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

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SECTION XVIII
EXECUTION

This Agreement shall not become effective until executed by County.

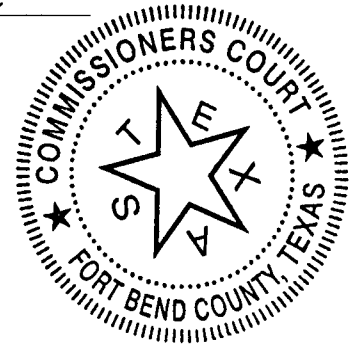
FORT BEND COUNTY:

By: *Robert E. Hebett*
Robert E. Hebett, County Judge

Date: 5-1-2012

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



REVIEWED:

By: *Marilynn Kindell*
Marilynn Kindell
Community Development, Director

Date: 4/25/12

P2MG, LLC

[Signature]
Signature

Date: 4/25/12

Michael E. Nelson / President
Printed Name/Title

I:MER/DB.Agr.P2MG, LLC.Arcola Community Center

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 214,000.00 to pay the obligation of Fort Bend County under this Agreement.

[Signature]
Ed Sturdivant, County Auditor

- Exhibit A: Design-Builder's Response to SOQ 12-037 dated March 8, 2012 and April 20, 2012
- Exhibit B: County's General Terms
- Exhibit C: SOQ 12-037
- Exhibit D: Prevailing Wage Rates

EXHIBIT "A"

 ORIGINAL

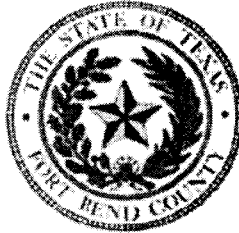


Statement of Qualifications

Design/Build Renovation to Arcola Community Center

For Fort Bend County

Q12-037



March 8, 2012

P2MG

Michael Nelson

5450 NW Central, Suite 330

Houston, TX 77092



Detail Statement of Scope of Work PROJECT MANAGEMENT PLAN

OVERVIEW

P2MG understands that a cooperative working relationship between participants will be essential to the successful outcome of the Arcola Community Center design build project. Establishing a sense of partnership and teamwork is a core value for P2MG and methods for accomplishing that goal are integral into all management procedures. For this design build project we believe it will be particularly important that all project participants understand the overall project goals up front, as well as, the dynamic process necessary for achieving those goals. We want all team members to understand the challenges inherent in implementing a design build construction project and to be excited by the opportunity to solve construction challenges. During our project kick-off meeting, we will focus on clear communication of goals to all participants and on achieving "buy-in" by all parties. Our ultimate goal is for everyone involved in the project to be successful and for Fort Bend County to obtain the best value for this project.

P2MG clearly understands Fort Bend County expects a quality project to be constructed efficiently and completed on schedule. P2MG will take a proactive management approach on this project, using our best effort, technical capability, "Lessons Learned" experience, and resources to ensure the goals and expectations of this project are achieved, if not exceeded.

We understand the unique challenges of renovating an existing facility through our construction experience. P2MG regularly undertakes design build construction projects such as the PVAMU Central Receiving Warehouse addition. That project was a total gut, renovation and addition to an existing facility adding a 6000 sq. ft. addition and 6000 sq. ft. open storage area. P2MG completed the project in 120 days. Projects such as these take tremendous preplanning and coordination with all project participants. Our team has demonstrated these skills on numerous design build projects. While this is not a unique challenge, project schedules and constraints will require P2MG to perform, but not limited to, the following:

- Establish and maintain procedures to address security concerns of the facility
- Proactively manage submittals and procedures
- Expedite Buy-out of key Subcontractors to facilitate submittals
- Coordinate design meeting to ensure everything is cover during design
- Expedite deliveries to ensure equipment deliveries are timely
- Conduct weekly progress meetings (review schedule constraints and any open items)

We have teams whose depth allows for primary and secondary responsibilities in every key position. We propose a superintendent who will be supported by our assistant superintendent(s). We also have proposed a project manager who will be supported by



our project engineer(s) and/or office engineer(s). We have selected this staffing method to balance workloads and to provide a "back up" superintendent and quality control manager. Our proposed staffing plan will provide the manpower to maintain focus, schedule and attention to quality during the life of the project.

Our office engineer will have primary responsibility for reviewing, approving and ordering key long lead items that will be prioritized in the procurement process. These items include all color selections, windows, doors and hardware, fixtures and mechanical/electrical equipment. Delivery of these items will be tracked weekly to ensure delivery to the project site consistent with the project schedule and with proper allowances for proper security screening. Our representatives will contact manufacturers to confirm production and delivery dates. In cases where these manufacturers cannot meet our schedule, alternate manufacturers will be contacted to maintain the project schedule with exception of those items specified as sole source items. Particular attention will be paid to this list of items to ensure their timely delivery.

Prior to mobilization, our team will conduct site surveys and verify existing conditions are properly reflected in the contract documents. Deviations from the contract documents will be noted and discussed with Fort Bend County for resolution. By performing this process at the onset of the project, deviations are discovered early and accounted for in the construction schedule. This procedure reduces needless delays and unnecessary cost escalation.

Our project schedule incorporates the proper amount of time to complete projects while maintaining the highest level of quality standards. Through our quality management program and expertise in subcontractor selection and management, P2MG will deliver this project within the stipulated schedule without compromise to quality.

We will utilize our Construction Management expertise and customize many of our standardized "time-tested processes" which have consistently resulted in on-schedule delivery of quality facilities. Our processes include:

- Develop lead team partnering relationships through the promotion of open, constructive proactive communications.
- Perform a design and constructability review of the Contract Documents while protecting the integrity of the project's design, particularly if they warrant suggestion of alternative means and methods of construction. The goal of this Construction Document review is to openly communicate with the Clients and the design team the material, system and element requirements; verify that all items have been properly coordinated and will achieve their intended purposes; and verify that implementation will result in efficient work activity sequencing.



**Qualification of the Firm
Company Profile**

P2MG's legal name: P2MG, LLC
State of Texas formation

- This project will be managed from the following address:
5450 NW Central, Suite 330
Houston, TX 77092
- P2MG has been in business 8 years providing Design/Build services and training in estimating, scheduling, and QA/QC to obtain the best value through Construction Delivery Methods contracting.
- P2MG has current contracts providing Design and Construction services with the City of Houston, Harris County, City of Port Author, Prairie View A&M University, Texas A&M University, Texas Southern University, and USACE Corps of Engineers

Data Inquiry	P2MG Information
Company name	P2MG, LLC (dba P2MG)
Corporate headquarters	5450 NW Central, Suite 330 Houston, Texas 77092
Year established	2003
Services company provides	Design/Build Services Job Order Contracting Construction Management @ Risk Project Management (PM) Program Management Estimating & Scheduling PM Training LEED Consulting Commissioning Construction Management Design Quality Control <ul style="list-style-type: none"> • Design reviews • Value Engineering • Estimating HUB Program Management Existing Facility Assessments Architecture
Dun & Bradstreet (D&B)	14-233-7653
Tax id#	XXXXXXXXXX
Contacts	Michael Nelson, MEng, PMP President 713-686-7764 michael.e.nelson@propmg.com Alex Galloway Project Assistant 713-686-7764 Alex.galloway@propmg.com

- Our firm's headquarter office, is located in central Houston. The firm employs fifteen full-time individuals, and several contract employees. P2MG is a minority-owned firm certified with the City of Houston, Texas HUB, HMSDC, and METRO, Houston Port Authority and is SBA 8A certified.

- P2MG has managed more than \$100 million in design build projects and has developed a team to support this project to provide Fort Bend County with the best value on this design build procurement of the Arcola Community Center.



Qualification of the Staff

The P2MG philosophy is to man each project with key personnel: Site Supervisor, Quality Control Manager, Safety Supervisor, Project Engineer and Project Administrator. In support of the site team, P2MG provides a design team as needed. The following are the roles and responsibilities for the proposed team members.

P2MG also has a Mentor Protégé with PBK Architects. PBK will provide design services with P2MG to make sure the County receives the highest level on quality and engineered solutions to the renovation of the Arcola Community Center.

Design Team: Design - PBK Architect, Mechanical/Electrical/Plumbing - Rice and Gardner, Project Management - P2MG Architect Division, Civil Engineering - Site and Field Engineering, Structural Engineering - Mission Engineering.

Program Manager – Michael Nelson, MEng, PMP

The Program Manager will be responsible for the overall management of the project. He will review the project on a regular basis to retain additional resources when they are needed. He will be available to the Fort Bend County at any time and will be ultimately responsible for ensuring complete client satisfaction. His duties include:

• Mobilize the project team	• Regularly visit the jobsite
• Coordinate all support resources	• Manage the Quality Assurance Program
• Review/approve subcontractor contracts	• Direct PM and Superintendent
• Prepare and present pricing for task orders	• Conducts weekly review of project progress

Pre-Construction & Estimator – John Arevalo

Our pre-construction team will be led by P2MG's Project Manager and Estimator. The P2MG pre-construction services team will work closely with the Fort Bend County to ensure that all necessary resources are supplied for the pre-construction effort. The team is responsible for planning, budgeting, estimating, and performing pre-construction analysis/optimization. The team's duties include:

• Attend meetings with the design team/ owner/ program manager to advise on site use and improvements, foundation and structural issues, selection of materials, buildings systems and equipment
• Prepare and deliver formal estimates
• Prepare conceptual estimates based on client need
• Perform spot estimates on key subsystems and components to "reality check" costs
• Provide cost model based on historical cost data
• Supervise in-house mechanical and electrical estimating
• Manage in-house resources to provide quick response to owner/architect/design team
• Perform cash flow analysis
• Value engineer to reduce costs
• Establish overall master schedule



<ul style="list-style-type: none"> • Plan and schedule the construction in detail by developing a detailed project schedule based on master schedule
<ul style="list-style-type: none"> • Optimize pricing and scheduling through effective bid packaging
<ul style="list-style-type: none"> • Conduct constructability review to facilitate the efficiency and safety of the construction process
<ul style="list-style-type: none"> • Perform life-cycle cost analysis on system as needed
<ul style="list-style-type: none"> • Maintain an "open book" policy throughout the preconstruction process to ensure owner /design team are fully informed as to the final cost of construction

Engineering Specialists – PBK Architects Design team

Specialist will provide preconstruction expertise related to engineering systems, including estimating, budgeting, value engineering, and system enhancements. They will be available on an as-needed basis throughout construction to support the project team.

Project Manager – Tim Barnes, AIA

The Project manager will be responsible for the technical and managerial leadership of the project and for coordination of the subcontractor support resources. The project manager's duties shall include:

<ul style="list-style-type: none"> • Manage coordination of project documents 	<ul style="list-style-type: none"> • Coordinate subcontractor resources
<ul style="list-style-type: none"> • Review and update the project schedule 	<ul style="list-style-type: none"> • Chair and record all project meetings
<ul style="list-style-type: none"> • Review/approve monthly cost report and pay applications 	<ul style="list-style-type: none"> • Review equipment log
<ul style="list-style-type: none"> • Review/approval subcontractor pay applications 	<ul style="list-style-type: none"> • Monitor material delivery
<ul style="list-style-type: none"> • Ensure the timely completion of the project • Review/approve any change requests 	<ul style="list-style-type: none"> • Review/negotiate subcontractor change requests
<ul style="list-style-type: none"> • Prepare submittal, sample requirements list 	<ul style="list-style-type: none"> • Monitor weekly job labor costs
<ul style="list-style-type: none"> • Keep contract specifications and drawings sets current 	<ul style="list-style-type: none"> • Meet with owner weekly, report daily
<ul style="list-style-type: none"> • Keep current log of addenda and contract changes 	<ul style="list-style-type: none"> • Prepare/issue monthly progress report
<ul style="list-style-type: none"> • Expedite information flow between owner/architectural/contractors 	<ul style="list-style-type: none"> • Approve final close-out documentation

Superintendent – James Garcia

The Superintendent will work closely with the client representative to provide all on-site coordination of construction. He is responsible for all field activities and will be located on site full-time. Daily duties include:

<ul style="list-style-type: none"> • Supervise, sequence, coordinate and monitor all work 	<ul style="list-style-type: none"> • Manage all subcontractor meetings
<ul style="list-style-type: none"> • Ensure that all work completed is of the highest quality • Maintain a safe, clean and secure jobsite 	<ul style="list-style-type: none"> • Maintain schedule (control of subcontractors)
<ul style="list-style-type: none"> • Receive and store all materials delivered to the site 	<ul style="list-style-type: none"> • Manage all general conditions work



• Adjust schedule to minimize inconvenience to staff	• Control/minimize all noise, dust, etc.
• Ensure safety and convenience of all non-construction personnel	• Serve as liaison with client engineer
• Manage all workers to adhere to protocol	Ensure that cost are tightly controlled
• Function as liaison with client technical and administrative staff	

Quality Control Manager – Mark Nelson, CSC

The Quality Control Manager will be responsible for the overall management of the project's quality control plan. He will establish the quality control plan for the project during the preconstruction phase and be primarily responsible for implementation of the plan during construction. He will report directly to program manager and will have complete authority to stop non-compliance work. Duties include:

• Develop overall project Quality Control Plan
• Review and approve Subcontractor quality control plans
• Chair all special quality control / quality assurance meetings
• Prepare daily quality control reports, inspection results, monitor quality issues
• Coordinate outside testing and inspection consultants
• Coordinate renovation quality control with project consultant
• Prepare and distribute monthly quality control reports

Scheduler – Michael Nelson, PMP

The scheduler has extensive experience in developing accurate and manageable construction schedules. Duties include:

• Develop initial baseline construction schedule
• Modify baseline construction schedule to incorporate subcontractor schedule commitments
• Cost load construction schedules with information provided by the project team
• Update construction schedule as needed with information provided from the project team

Estimator – Earl Washington, EIT

The estimator will be responsible for "definitizing" the scope of work issued in the RFP and developing a detailed RS Means estimate. The estimate will be reviewed by the project delivery team for completeness and to assure that the costs are fair and reasonable. The estimator along with the project executive will negotiate all proposals with the Fort Bend County. P2MG has a very experienced staff when it comes to project negotiations, and we feel the results should be a "win-win" in order to have a successful project. If there are any questions or concerns we believe in the open door policy and developing a dynamic team on the onset of the project to ensure the sum of the whole is greater than the individual parts. The customer and stakeholders are included in the team.



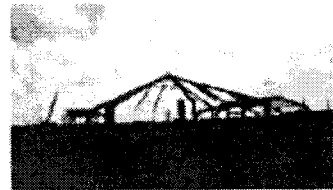
Management System and Cost Control

Project Approach

When selecting P2MG and our proposed project management team, the County is obtaining the best combination of local and corporate design build experience. We understand the complexities of working in and operating in an existing facility and adjacent to the Arcola City Hall.

P2MG Project Teams:

- Allows for primary and secondary responsibility in every key position.
- Maintains a full staff of engineers and architects to support the construction team with generating and reviewing
 - RFI's
 - Submittals
 - Subcontractor prequalification
 - Contract negotiations
 - Interim inspection
 - General construction administration as required
- Value engineer each project
- Coordinate with the County to maintain facility requirements



The following are our standard procedures:

Commissioning Plan

P2MG will help manage warranties for 12 months as part of the closeout procedure to ensure warranty items are documented and the owner understands the request process. P2MG will share detailed information regarding all closeout and warranty items with the owner's staff and submit a list with the final closeout manual.

P2MG will review all project documents to ensure they are up-to-date, including:

- Operation and maintenance (O&M) manuals
- As-built drawings
- Training for Fort Bend County maintenance crew
- Facility commissioning verification
- Warranty information on facilities and equipment
- Lessons learned



We have selected this staffing method to balance workloads and to provide a "backup" to ensure the **triple constraint** is met. Our proposed staffing plan will provide the manpower to maintain focus, schedule and attention to quality during the life of the contract.

Site Visit

A site visit will be held at the convenience of the County. During the site visit the assigned construction manager will determine requirements of the customer and operating direction of the County's representative. With that information, they will offer any ideas or cost effective solutions to the identified requirements. P2MG construction managers are trained to find the most cost effective means to meet our customer's needs. The design will be developed in three phases:

Schematic Design, Design Development and Construction Documents

Scope Finalization

Upon completion of the site visit our project coordinator will develop a detailed scope of work for review by the County and its representative. We should be able to determine very early in the scope development process what design, is required to satisfy the Center's requirements. This early involvement ensures that the project and costs meet the County's requirements, expectations and operational needs.

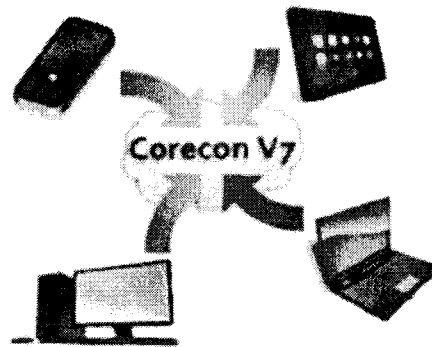
Development of the Cost Proposal

Development of proposals will be developed and submitted at each design phase to ensure the budget is being maintained during the design process.

The cost will be developed and the details of the plans progresses and P2MG will work with the County to assure that all items are included and a functional product is delivered at construction completion.

Software Management Systems

Cost Works estimating software is used to organize our cost proposal and has features which help expedite the development. CoreCon will be used for document control, and MS Project will be used for tracking Critical Path Method (CPM) schedules.



Scheduling

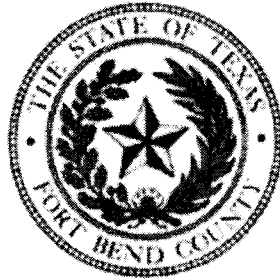
During the proposal development stage the project is assigned a duration. This time frame is based on the amount of design required, product lead times and availability, construction durations, and close-out.

Also during the proposal development stage our construction manager will meet with the County to go over access issues, sequence of work, and identification of storage or staging areas.

At the preconstruction meeting a final schedule, developed in Microsoft project, including a CPM (critical path method) will be submitted. This schedule will represent submittal approval time, material lead times, required inspections, and construction time developed with the input obtained during the proposal development stage.



**Fort Bend County
Arcola Community Center**



Arcola Community Center
Project Management Plan
April 20, 2012

Fort Bend County – Project Management Plan

3450 NW Central Drive Ste. 300 Houston, Texas 77055

☎ 713-328-7764 / F 713-328-4790



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6450 Katy Industrial Center, Ste. 300 Houston, Texas 77057

o 713 996 1764 f 713 329 4789



Project Statement of Goals

This PMP is based on the scope of work from the walkthrough and Statement of qualifications for the Design/Build Renovation to Arcola Community Center Q12-037:

Project Objectives

The project will deliver the following objectives

- o P2MG will ensure the highest level of safety
- o No rework will be necessary
- o After completion, all punch list items will be completed within 2 weeks

Client Expectations

- The client expects that P2MG will engage the proper Fort Bend County and City of Arcola personnel in an efficient manner that will produce the desired objectives yet allow the Fort Bend County and City of Arcola personnel to maximize time spent on their current job responsibilities.

SCOPE OF WORK:

CLARIFICATIONS OF WORK:

- 1 A/E services and Construction Administration
- 2 Point and patch existing masonry joints for water proofing
- 3 Renovate existing restrooms.
- 4 Add a break room with pass through window.
- 5 Add three meeting rooms and mechanical room.
- 6 Community center area.
- 7 Add two ADA Parking spaces and canopy
- 8 Acoustical ceilings - 9' ceilings

5460 North Central Express, Ste. 430 Houston, Texas 77056

2 713 680 7776 • 1 713 528 4750



Project Team

P2MG project team personnel will be located at P2MG Greenway Plaza location. Refer to the Organization Chart (Attachment B) for the responsible P2MG and PVAMU personnel involved in the program. Roles and responsibilities of project team members are provided below.

Contact List

Organization	Name	Title	Office	Cellular
Fort Bend County	Marilynn Kindell	Director Community Dev Depart.	281-341-4410	713-594-3693
Fort Bend County	Carla Beckendorff	Housing Rehab Specialist	281-341-4410	
City of Arcola	Maryetta Anderson	Mayor of Arcola	281-431-0822	713-478-9777
P2MG	Michael Nelson	Project Executive	713-686-7764	281-923-0299
P2MG	Tim Barnes	Architect	713-686-7764	832-741-2197
P2MG	Sarah Davis	Project Coordinator	713-686-7764	
P2MG	John Arevalo	Project Manager	713-686-7764	

- **Document Controls Department**
 - Corecon – Web base Document control system
 - Submittals
 - Design Reviews

HSE Requirements

- Create Activity hazardous analysis for each definable feature of work.
- Weekly tools box safety meetings.
- Daily safety inspections.

5150 N.W. Central Express, Suite 330 Houston, Texas 77062

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Program Budget

Div. No.	Description	Price
	A/E Fee	\$ 21,400.00
	Construction	
01	General Requirements	\$ 13,151.00
	Existing Conditions - Demolition, Water	
2	proofing Masonry	\$ 7,825.00
3	Concrete	\$ 6,850.00
8	Openings	\$ 12,500.00
9	Finishing	\$ 50,250.00
10	Specialties - Awnings	\$ 4,750.00
22	Plumbing	\$ 16,500.00
23	HVAC	\$ 25,600.00
26	Electrical	\$ 27,250.00
	Estimated Construction Cost	\$ 186,076.00
	Overhead 10% / Profit 5%	\$ 27,924.00
	Total Estimated Cost	\$ 214,000.00

Project Controls

- MS Project Schedules will be created and utilized throughout the project life
- Corecon will be updated per Project Quality Plan.
- Weekly progress meetings will be conducted each week.
- Requests for Information (RFIs) will be given whenever necessary.
- All submittals will be done in a timely fashion (prior to work starting)
- Tool box safety meetings will be conducted weekly

Project Closeout

Lessons learned during this program will be recorded and referenced routinely to maximize the effectiveness of implementation for all future projects. These lessons learned, along with the following key performance indicators and metrics, will be summarized in a closeout report.

- Cleaning will be done to ensure a sanitary and dust-free environment.
- A walk with the project manager will be completed to check for project satisfaction.
- A final punch list will be generated.
- Warranty items will be identified and proper paperwork will be submitted.

1450 NW Central Express, Ste. 330, Portland, Oregon 97109

p. 713.688.7764 f. 713.329.4773



Attachments

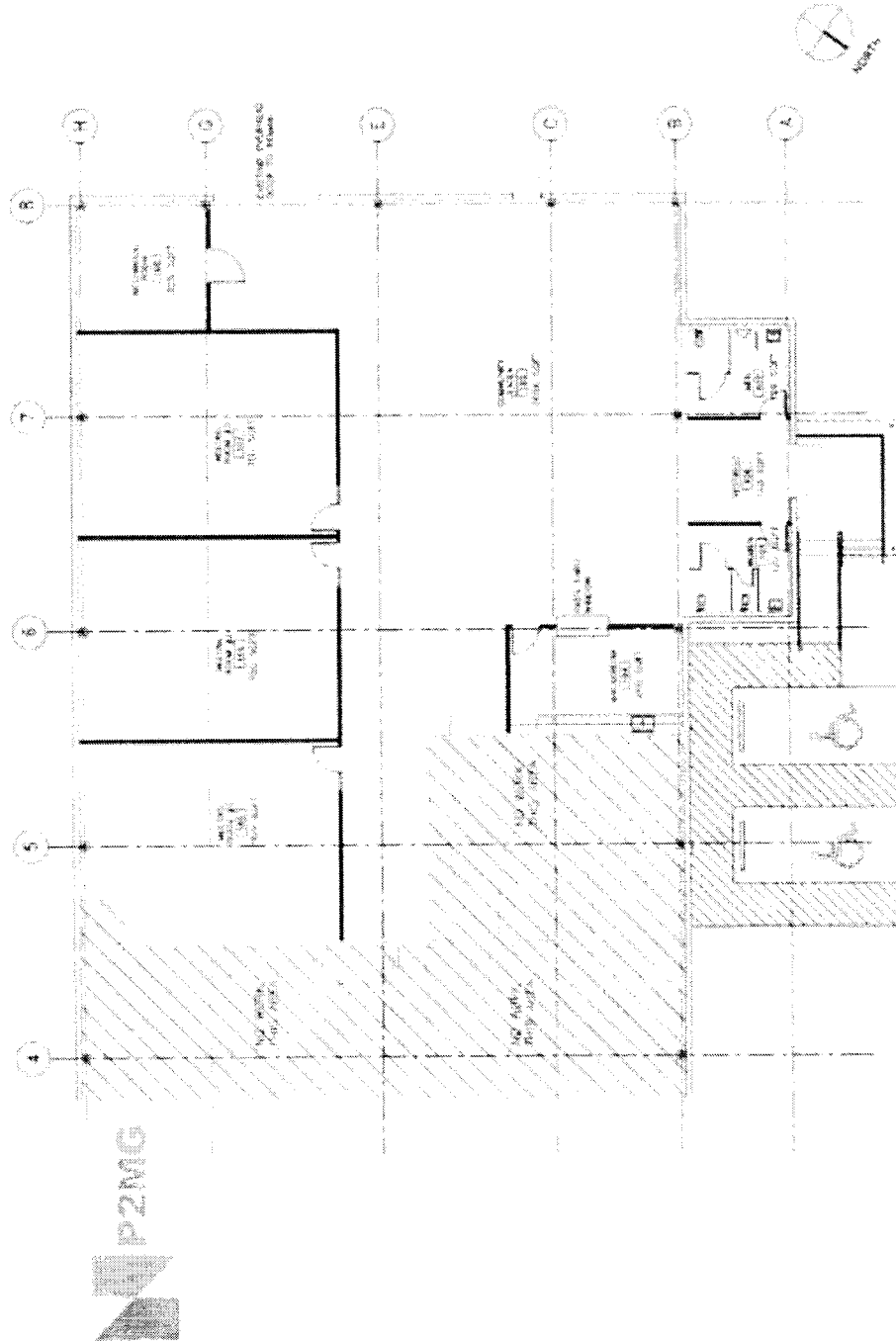
A – Program Layout

B – CPM Schedule

5410 West 10th Street, Suite 300 Houston, Texas 77056
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Attachment A - Program Layout



PROPOSED FLOOR PLAN

RENOVATIONS TO ARCOLA COMMUNITY CENTER

CITY OF ARCOLA, TEXAS FORT BEND COUNTY

SCALE 3/32" = 1'-0" APRIL 9, 2018

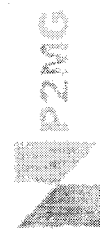


EXHIBIT B

GENERAL TERMS WORK QUALITY STANDARDS

1.0 GUARANTEES

1.1 Contractor guarantees to Fort Bend County, hereinafter referred to as "Owner," that the Work shall comply strictly with the provisions of this Agreement and all specifications and drawings referred to in this Agreement or thereafter furnished by Owner, and that the Work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Contractor. Contractor further guarantees Owner that all materials, equipment and supplies furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes. Without limitation of any other rights or remedies of Owner, if any defect in the Work in violation of the foregoing guarantees arises within the period set forth below, Contractor shall upon receipt of written notice of such defect promptly furnish, at no cost to Owner, design and engineering, labor, equipment and materials necessary to correct such defect and cause the Work to comply fully with the foregoing guarantees.

1.2 Contractor's guarantees set forth in Section 1.1 shall extend for twelve (12) months after the start of regular operation or use of the Work by Owner. Any period wherein the Work is not available for use due to defects in materials, workmanship or engineering furnished by Contractor shall extend the guarantee period by an equal period of time. **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

1.3 Design and engineering, labor, equipment and materials furnished by Contractor pursuant to Section 1.1 to correct defects shall be guaranteed by Contractor in accordance with the guarantees set forth in Section 1.1 for a period of twelve (12) months from the date of completion of the correction, or for the remainder of the guarantee period set forth in Section 1.2 above, whichever is longer.

1.4 In the event Contractor shall have been notified of any defects in the Work in violation of Contractor's foregoing guarantees and shall fail to promptly and adequately correct such defects, Owner shall have the right to correct or to have such defects corrected for the account of Contractor, and Contractor shall promptly pay Owner the costs incurred in correcting such defects.

2.0 INSPECTION, TESTING AND QUALITY CONTROL

2.1 Contractor shall inspect all materials, supplies and equipment which are to be incorporated in the Work. In addition, Contractor shall conduct a continuous program of construction quality control for all Work. Contractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Owner for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all construction quality control activities contemplated, including provision for adequate documentation of Contractor's performance of such quality control and inspection.

2.2 Contractor shall, during the course of performance of the Work hereunder, without additional compensation, make or cause to be made all tests required by this Agreement. Owner may require additional inspections and tests. Contractor shall furnish Owner with satisfactory documentation of the results of all inspections and tests. Owner shall be given not less than five (5) working days notice of any tests to be made by Contractor or Contractor's suppliers in order that Owner and/or Owner may witness any such tests.

2.3 Owner and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the Work and all material, supplies and equipment for the Work at the jobsite and at Contractor's and its supplier's or subcontractor's shops for conformance with the Agreement. Contractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to Contractor for such Work, materials or equipment shall prejudice the rights of Owner.

2.4 If Contractor covers any portion of the Work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Owner, the cost of uncovering and covering the Work to allow for such inspection or test shall be borne by the Contractor. Owner may order reexamination of any Work. In the event of such reexamination, if any material, equipment or any part of the Work is determined by Owner to be defective, Contractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such Work is found to be in accordance with the Agreement requirements upon such reexamination, Owner shall pay Contractor the cost of uncovering and restoration.

2.5 Rejection by Owner of any or all parts of defective Work for failure to conform to this Agreement shall be final and binding. Such rejected Work shall be promptly corrected or replaced by Contractor at Contractor's expense. If Contractor fails to commence and diligently continue correction or replacement of such rejected Work immediately after receipt of written notice from Owner to correct or replace the rejected Work, Owner may at their option remove and replace the rejected Work, and Contractor shall promptly reimburse Owner for the costs of such removal and replacement of defective Work.

2.6 Manufacturer's Field Services

- A. When specified in respective Specification sections, Contractor shall require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, testing, and to make appropriate recommendations.
- B. Manufacturer's representative shall submit written report to the Owner listing observations and recommendations

3.0 CONDITIONS AND RISKS OF WORK

Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all conditions apparent under normal circumstances, relevant to the Work, and its surroundings. Information on the site of the Work

and local conditions at such site furnished by Owner in specifications, drawings or otherwise is not guaranteed by Owner and is furnished only for the convenience of Contractor.

4.0 APPROVED FOR CONSTRUCTION DRAWINGS AND SPECIFICATIONS

4.1 The Work shall be performed using only drawings and specifications marked "Approved for Construction" or equivalent by Owner. Such approval shall not relieve Contractor of any obligations under this Agreement, nor constitute Owner's assumption of responsibility for the accuracy or adequacy of any of Contractor's information or Work incorporated in such documents.

4.2 Contractor shall perform all Work outside of the areas marked "HOLD" on "Approved for Construction" specifications and drawings to maintain the schedule of Work, but shall not perform any Work in the areas or sections marked "HOLD" on "Approved for Construction" specifications and drawings until revised "Approved for Construction" specifications and drawings are received with the "HOLD" markings deleted.

4.3 If Contractor's schedule will be delayed by "HOLD" markings on specifications and drawings, Contractor shall report such delay to Owner in writing not less than five (5) working days prior to the start of the delay.

4.4 Contractor shall maintain at the work site a complete and current set of "Approved for Construction" drawings and specifications.

5.0 INTENT OF SPECIFICATIONS AND DRAWINGS

5.1 The specifications and drawings may not be complete in every detail. Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not make use of any errors or omissions therein to the detriment of the Work. Should any conflict, error, omission, or discrepancy appear in the drawings, specifications, instructions, in work done by others, or in site conditions, Contractor shall notify Owner in writing at once, and Owner will issue written instructions to be followed. If Contractor proceeds with any of the Work in question prior to receiving such instructions, then required corrections shall be at Contractor's expense.

5.2 Contractor shall not deviate from the specifications and drawings without prior written approval from Owner. Anything shown in the specifications referred to in this Agreement or thereafter furnished by Owner and not shown in the drawings referred to in this Agreement or thereafter furnished by Owner, or shown in such drawings and not shown in such specifications, shall be of like effect as if shown or mentioned in both and shall not be considered to be a conflict.

5.3 Materials shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the specifications without Owner prior written approval.

6.0 SAFETY

6.1 Contractor shall take necessary safety and other precautions to protect property and persons from damage, injury or illness arising out of the performance of the Work. Contractor shall comply strictly with local, municipal, provincial, state and national laws, orders, and regulations pertaining to health or safety which are applicable to Contractor or to the Work, including without limitation the Occupational Safety and Health Act of 1970 (84 U.S. Statutes

1590), as amended and any state plans approved thereunder, and regulations thereunder, to the extent applicable, and Contractor warrants the materials, equipment and facilities, whether temporary or permanent, furnished by Contractor in connection with the performance of the Work shall comply therewith. At all times while any of Contractor's employees, agents or subcontractors are on Owner's premises, Contractor shall be solely responsible for providing them with a safe place of employment, and Contractor shall inspect the places where its employees, agents or subcontractors are or may be present on Owner's premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them. Contractor shall indemnify and save harmless Owner, and their officers, employees and agents, from and against any and all claims, loss or liability in any manner arising out of Contractor's failure to comply with this Article.

6.2 Accidents, injuries and illnesses requiring medical attention other than first aid, damage to property of Owner, Contractor or subcontractor, and fires shall be orally reported to Owner at the time of the incident. Written reports, satisfactory in form and content to Owner, shall be submitted by Contractor promptly after each incident.

6.3 Contractor shall maintain in form and content approved by Owner, jobsite accident, injury and illness statistics which shall be available for inspection by, and submitted to, Owner upon its written request.

7.0 CLEAN-UP

7.1 Contractor shall at all times keep its work area in a neat, clean and safe condition and remove from the Owner's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the Work, Contractor shall promptly return unused materials furnished by Owner and remove from Owner's premises all of Contractor's equipment, material, scaffolding and like items, leaving Owner's premises and the vicinity clean, safe and ready for use.

7.2 In the event Contractor shall fail to maintain its work area as described above and in a manner satisfactory to Owner, or to effect such cleanup or removal immediately after receipt of written notice to do so, Owner shall have the right without further notice to Contractor to perform such cleanup and remove such items on behalf of, at the risk of and at the expense of Contractor. Owner may store items removed at a place of its choosing on behalf of Contractor and at Contractor's risk and expense. Owner shall promptly notify Contractor of such place of storage.

8.0 SUBCONTRACTS AND PURCHASE ORDERS

8.1 Contractor shall not subcontract performance of all or any portion of the Work under this Agreement without first notifying Owner of the intended subcontracting and obtaining Owner Notice of Non-Objection in writing of the subcontracting and the subcontractor. If requested by Owner, Contractor shall furnish Owner a copy of the proposed subcontract (with price deleted if the subcontracted work is part of fixed price Work of Contractor under this Agreement) for Owner review of the terms and conditions thereof and shall not execute such subcontract until Owner has given notice of Non-Objection to such terms. Failure of Contractor to comply with this Section may be deemed by Owner to be a material breach of this Agreement.

8.2 Contractor guarantees that its subcontractors will comply fully with the terms of this Agreement applicable to the portion of the Work performed by them. If any portion of the Work

which has been subcontracted by Contractor is not prosecuted in accordance with this Agreement, on request of Owner the subcontractor shall be replaced at no additional cost to Owner and shall not be employed again on the Work.

8.3 Owner shall have the right from time to time to contact Contractor's subcontractors to discuss their progress.

8.4 As used in this Article, the term "subcontract" shall include purchase orders of the general types designated from time to time by Owner in advance for materials or equipment for the Work, and the term "subcontractor" shall include vendors of such material or equipment.

9.0 TERMINATION FOR DEFAULT

9.1 In the event that Contractor shall default in the performance of any express obligation to be performed by Contractor under this Agreement and shall fail to begin correction of such default within five (5) working days following written notice thereof from Owner, or if the Contractor does not exercise due diligence to complete the correction in an expeditious manner, Owner may, without prejudice to any other rights or remedies Owner may have, hold in abeyance further payments to Contractor and/or terminate Contractor's right to continue performance of this Agreement by written notice to Contractor specifying the date of termination. In the event of such termination, Owner may take possession of the Work at the jobsite and any or all materials and plant equipment (whether delivered to the jobsite or on order therefor by Contractor), tools and construction equipment that has been paid for by owner at jobsite and finish the Work by whatever method Owner may deem expedient.

9.2 In the event of termination by Owner under Section 9.1, Contractor shall, upon request by Owner, promptly advise it of all outstanding subcontracts, rental agreements and purchase orders which Contractor has with others pertaining to performance of the Work and furnish Owner with complete copies thereof. Upon request by Owner, Contractor shall assign to Owner, in form and content satisfactory to Owner, Contractor's title to materials and plant equipment that has been paid for by Owner for the Work and those subcontracts.

9.3 In the event of termination by Owner under Section 9.1, Contractor shall not be entitled to receive any further payment until the Work is completed. Upon completion and final acceptance of the Work, Owner will determine the total cost incurred in completing the Work including, without limitation, additional overhead, legal and other costs incurred by Owner to effect such termination and to complete the Work, plus a markup for profit in the amount of 10 percent of the total cost of the Work performed by Owner force. If the total costs noted above exceed the balance of the Contract price unpaid at the time of the termination, Contractor shall, promptly after a receipt of an invoice, pay to Owner the amount of such excess. Owner shall have the right and are authorized to setoff against and deduct from any excess payable to Contractor any other damages suffered by Owner due to said default or event giving rise to the termination or due to other defaults of Contractor in complying with the terms of this Agreement. Contractor shall continue to be fully liable for all such other damages to Owner. A waiver by Owner of one default by Contractor shall not be considered to be a waiver of any subsequent default by Contractor, nor be deemed to amend or modify the terms of this Contract. Contractor expressly waives any formal notice by Owner of Contractor's failure to perform, or passive breach of, Contractor's express obligations under this Agreement.

9.4 Upon commencement of a case by or against Contractor under applicable bankruptcy law, or any general assignment by Contractor for the benefit of its creditors, or the appointment

of a receiver to take charge of Contractor's assets, and provided the same renders Contractor unable to perform its obligations, Owner may treat Contractor as in default under Section 9.1 and may exercise any of the remedies of this Article.

9.5 In the event Contractor is unable to fully perform its obligations due to labor disputes, labor or material shortages, fire, forces of nature, or other circumstances which by the exercise of reasonable diligence Contractor is unable to prevent or provide against, Contractor shall be relieved of its obligation only to the extent it is unable to perform, provided that Contractor shall give written notice to the Owner within three (3) days after the occurrence of such event. The notice shall include an estimate of the impact on the required performance hereunder. If the Contractor is unable to cure this Force Majeure within thirty (30) days then Owner shall have the right, but not the obligation, to terminate this Agreement.

10.0 STOP WORK ORDERS

Upon failure of Contractor or its subcontractor(s) to comply with any of the requirements of this Agreement, Owner shall have the authority to stop any operations of Contractor or its subcontractors affected by such failure until such failure is remedied or to terminate this Agreement in accordance with Article 9.0. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by Contractor.

TIMING OF WORK

11.0 SCHEDULING, REPORTING AND COORDINATION

11.1 Contractor agrees to adhere to the schedule approved by Owner and attend and participate in scheduled progress and coordination meetings called by Owner.

11.2 Contractor recognizes that Owner and/or other contractors and subcontractors may be working concurrently at the jobsite. Contractor agrees to cooperate with Owner and other contractors so that the project as a whole will progress with a minimum of delays. Owner reserves the right to direct Contractor to schedule the order of performance of its Work in such manner as not to interfere with the performance of others.

12.0 OVERTIME

12.1 Unless expressly stated elsewhere in this Agreement, Work at the jobsite shall be compatible with Owner starting and quitting times, or other times approved by Owner.

12.2 Scheduled overtime work by Contractor must be approved in advance and in writing by Owner. Overtime work, whether scheduled or incidental, shall be to Contractor's account unless the compensation therefore is specifically authorized in writing by Owner. In the event Owner approves compensation of Contractor's overtime in advance, such compensations separately authorized shall be limited to the actual cost to Contractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Contractor shall submit supporting documents satisfactory in form and content to Owner for its verification and approval.

13.0 DELAYS

In the event Contractor or Owner is delayed in performing any of their respective obligations in this Subcontract and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, accidents, acts of civil or military authority, fires, floods, or earthquakes, beyond the reasonable control of the party delayed, such delay shall be excused and the period of such delay shall be added to the time for performance of the obligation delayed, unless the date, schedule or time period for performance of the obligations expressly stated in the Agreement to be guaranteed. In the event any such delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or expected delay and the cause and estimated duration of such delay. In the event of a delay due to the foregoing causes or events, whether such delay is excused or not, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay. Contractor shall, within five (5) working days of the commencement of any such delay, give to Owner written notice thereof and of the anticipated results thereof. Within two (2) working days of the termination of any such delay, Contractor shall file a written notice with Owner specifying the actual duration of the delay. If Owner determines that the delay was beyond the control and without the fault or negligence of Contractor and not foreseeable by Contractor at the effective date of this Agreement, Owner shall determine the duration of the delay and shall extend the time of performance of this Agreement thereby.

14.0 POSSESSION PRIOR TO COMPLETION

Owner shall have the right to move into Contractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Contractor's Work as Owner deem necessary for their operations. In the event Owner desire's to exercise the foregoing right, Owner will so notify Contractor in writing. Such possession or use shall not constitute acceptance of Contractor's Work.

15.0 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

15.1 When Contractor deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified in this Agreement, Contractor shall, within ten (10) working days thereafter, give a written Notice of Completion and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Owner may inspect the Work and shall either reject the Notice of Acceptance of the Work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.

15.2 In the event Owner rejects the Notice of Completion and specifies defective or uncompleted portions of the Work, Contractor shall within five (5) working days, provide for Owner review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Owner a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Owner a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively there after until Owner has given Contractor written Notice of Acceptance for purposes of final payment and final acceptance.

15.3 Any failure by Owner to inspect or to reject the Work or to reject Contractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the Work for any purpose by Owner nor imply acceptance of, or agreement with, said Notice of Completion.

WORK CHANGES

16.0 CHANGES

16.1 The Scope of Work shall be subject to change by additions, deletions or revisions thereto by Owner. Contractor will be notified of such changes by receipt of additional and/or revised drawings, specifications, exhibits or written orders.

16.2 Contractor shall submit to Owner within ten (10) working days after receipt of notice of a change, a detailed takeoff with supporting calculations and pricing for the change together with any adjustments in the schedule required for the performance of Work as changed. The pricing shall be itemized as required by Owner and shall be in sufficient detail to permit an analysis of all labor, material and equipment and shall cover all work involved in the change, whether such work was deleted, added or modified. Amounts related to subcontracts shall be supported in similar detail. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished.

16.3 Contractor shall not perform changes in the Work in accordance with Sections 16.1 and 16.2 until Owner have approved in writing the pricing for the change and any adjustment in the schedule for performance of the Work, except as set forth in Section 16.4. Upon receiving such written approval from Owner, Contractor shall diligently perform the change in strict accordance with this Agreement.

16.4 Notwithstanding Section 16.3 Owner may expressly authorize Contractor in writing to perform the change prior to such approval by Owner. Contractor shall not suspend performance of this Agreement during the review and negotiation of any change.

16.5 Contractor shall not comply with oral changes in the Work. If Contractor believes that any oral notice or instruction received from Owner will involve a change in the cost, time to perform or integrity of the work, it shall require that the notice or instruction be given in writing and shall comply with the provisions of Sections 16.2, 16.3, and 16.4. Any costs incurred by Contractor to perform oral changes shall be for Contractor's account, and Contractor waives any and all rights to claim for such costs or additional time to perform the Work as a result of compliance by Contractor with such oral changes.

17.0 TERMINATION AT OWNER'S OPTION

17.1 Owner shall have the right at any time, with or without cause, to terminate further performance of all or part of the Work by written or telegraphic notice to Contractor specifying the date of termination. On the date of such termination stated in said notice, Contractor shall discontinue performance of the Work and shall preserve and protect tools, construction equipment and facilities on jobsite, materials and plant equipment purchased for or committed to the Work (whether delivered to the jobsite or on order), Work in progress and completed Work (whether at jobsite or other locations) pending Owner's instructions and, if requested by it, shall turn over the same to Owner that has been paid for by Owner, including title to said materials and plant equipment, or dispose of same in accordance with Owner's instructions.

17.2 Upon receipt of said notice, Contractor shall advise Owner of its outstanding orders and subcontracts pertaining to performance of the terminated work and, upon request, furnish Owner with complete copies. Contractor shall place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not terminated; Contractor shall promptly make every reasonable effort to procure cancellation, upon terms satisfactory to Owner, of all orders and subcontracts to the extent they relate to the performance of Work terminated; or, as directed by Owner, shall assign to it or Owner in form satisfactory to Owner such of its subcontracts and orders as are designated by Owner, or shall take such other action relative to such subcontracts or orders as may be directed by Owner.

17.3 If Contractor has fully and completely performed all obligations under this Agreement up to the date of termination, Contractor shall recover from Owner as complete and full settlement for such termination for Work to be performed under this Agreement, the actual costs of all such Work satisfactorily executed to the date of termination, plus an allowance for reasonable overhead and profit on such costs (but not to exceed a pro rata portion of such Contract Price for such Work based on the percentage of Work property completed to the date of termination), together with reasonable costs occasioned by such termination and not previously paid for, less such sums as Contractor has already received on account of the Work performed. In no event shall total payment to Contractor exceed the Contract Price.

17.4 All requests for compensation under any of the foregoing provisions of Section 17.3 shall be submitted to Owner in accordance with the provisions of Article 16.0, CHANGES. In no event shall Contractor be entitled to any prospective profits or any damages.

17.5 The provisions of this Agreement, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination.

MATERIALS AND EQUIPMENT

18.0 PROTECTION OF MATERIALS, EQUIPMENT, AND WORK 18.1 Contractor shall at all times in accordance with the best practices and at no additional cost to Owner, preserve and protect material and equipment used by Contractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

18.2 Contractor shall at all times in accordance with the best practices and at no additional cost to Owner, protect from damage due to Contractor's operations, equipment and materials (whether stored or installed), paving, structures, and any and all other items on jobsite belonging to Owner, Owner or others.

18.3 Owner shall not be responsible for any loss suffered by Contractor, or damage to the Work, or to materials, tools and equipment of Contractor or of any other contractor, and Contractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage unless caused by Owner.

19.0 CARE, CUSTODY, CONTROL, AND TITLE TO MATERIALS AND EQUIPMENT

19.1 Good and clear title to all materials and equipment furnished by Contractor under this Agreement for the Work shall, except as expressly provided otherwise, elsewhere in this

Agreement, pass to Owner upon incorporation into the permanent plant. Contractor shall ensure that vendors and suppliers from whom Contractor obtains materials and equipment do not retain, encumber or reserve title to such items.

19.2 Notwithstanding the provisions of Section 19.1, the care, custody and control of Contractor's Work incorporated into the permanent plant shall remain with Contractor until such Work has been accepted in writing by Owner and shall thereupon pass to Owner unless Owner notify Contractor in writing that such care, custody, and control is assumed by Owner at an earlier date. The taking of possession of such Work pursuant to Article 14.0, POSSESSION PRIOR TO COMPLETION, shall not constitute the assumption of care, custody and control of such Work until such time as such Work has either been accepted in writing by Owner, Owner or Contractor has been notified as set forth herein.

LABOR AND WORK RULES

20.0 CONTRACTOR'S PERSONNEL

20.1 Contractor shall provide an adequate number of qualified and competent supervisory staff, craftpersons and other personnel to perform the Work. At all times during the course of the Work, Contractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Owner. The supervisor shall have authority to represent Contractor and directions given to him shall be binding on Contractor. Upon Owner written request, Contractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Contractor is all matters pertaining to the Work and this Agreement. Contractor shall furnish Owner a copy of the authorization. Contractor shall not transfer or remove any of its supervisory or key personnel from performance of Work without the prior written approval of Owner.

20.2 Any employee of Contractor deemed by Owner, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Owner request and shall be promptly replaced by Contractor at no extra expense to Owner.

20.3 If requested by Owner, Contractor shall furnish it with the names and addresses of Contractor's subcontractors, field employees of Contractor and its subcontractors, and others who have performed or are performing the Work hereunder.

21.0 EMPLOYMENT CERTIFICATIONS AND PRACTICES

21.1 Contractor certifies that it has an affirmative action policy ensuring equal employment opportunity without regard to race, color, national origin, sex, religion or handicap, that it maintains no employee facilities segregated on the basis of race, color, religion or national origin and that it is not debarred or suspended from being awarded Federal or Federally assisted contracts.

21.2 If applicable to this Agreement, the following laws, orders and regulations, as amended, are hereby incorporated by reference: Executive Order - 11246 (Equal Employment Opportunity); Vietnam Era Veterans Readjustment Act; Rehabilitation Act of 1973; Veterans Compensation, Education and Employment Act; 41 CFR 601.7 (EEO1 Reports); 41 CFR 601.40 (Affirmative Action Plans); 41 CFR 61650 (Veterans Employment Reports).

21.3 Upon request of Owner, Contractor will furnish it with a certificate satisfactory in form to Owner that goods furnished by Contractor in performance of this Agreement were produced in full compliance with the requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

22.0 WORK RULES

Contractor shall comply strictly with Owner's rules governing the conduct of Contractor and Contractor's employees, agents and subcontractors at and about the jobsite. Contractor agrees that it shall ensure that its supervisory personnel, employees, agents and subcontractors at the jobsite comply strictly with such rules. Owner reserve the right to, from time to time, revise any such rules, and Contractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

23.0 USE OF PREMISES

23.1 Contractor shall confine his apparatus the storage of materials, and the operations of his employees to limits indicated by law, ordinances, permits, and the direction of Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce Owner's instructions regarding fires and smoking.

23.2 The premises shall be maintained free from Contractor's signboards of every kind, except for one sign which must be approved by Owner. Contractor shall see that no unauthorized sign or other advertising is exposed on any part of the premises over which he has jurisdiction.

23.3 Storage of construction material and equipment required for this Agreement shall not block any entrances, driveways or railroad siding to or on the property and shall be in an area designated by Owner.

23.4 Contractor shall, prior to start of construction, consult with Owner in reference to operations and required plant shutdowns.

23.5 Contractor shall give Owner at least 48 hours notice of a required plant shutdown. No shutdown shall be made without permission of Owner.

24.0 PROTECTION OF WORK AND PROPERTY

24.1 The Contractor shall continuously maintain adequate protection from damage for all work and shall protect Owner and the Owner's property from injury or damage arising in connection with this Agreement. Immediately, upon execution of the Agreement, the Contractor, as required by applicable law, ordinance, or regulation, shall send written notice to all owners of property in the vicinity of the proposed building operation, whose property may in any way be affected by the work of demolition, excavation or construction, notifying such property owners as to the extent of the proposed work, and the manner in which it may affect their property. Copies of such notices, with a detailed description of the nature of the adjoining premises, shall be simultaneously forwarded to Owner.

24.2 The Contractor shall take all necessary precautions to protect all adjacent property from any and all damage which may be caused to such property by reason of any of the work of demolition, excavation or construction about or upon the Owner's premises and shall, at his own

cost and expense, repair and restore to its original conditions, any property of any adjacent property owner which has been damaged by reason of said demolition, excavation or construction work.

24.3 Contractor shall construct and maintain substantial fences and/or barricades around all potentially hazardous operations and situations during the time of construction, not only on public property, but also on the building site, and provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by Owner.

INDEMNIFICATION AND INSURANCE

25.0 INDEMNITY

Deleted – see Design-Build Agreement

26.0 INSURANCE

Deleted – see Design-Build Agreement

27.0 BONDS

Deleted – see Design-Build Agreement

WORK CONDITIONS

28.0 CONTRACTUAL RELATIONSHIP

Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly equipped, organized and financed to perform such Work. Contractor represents that at the time of submission of its quotation for performance of the Work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the Work is to be performed. Upon written request by Owner, Contractor shall furnish to it such evidence as Owner may require relating to the Contractor's ability to fully perform this Agreement. Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and Owner. Contractor agrees that Contractor is an independent contractor and an employer subject to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve Owner of any responsibility or liability for treating Contractor's employees as employees of Owner for the purpose of their safety or of keeping records, making reports or paying any payroll taxes or contribution; and Contractor agrees to indemnify and hold Owner harmless and reimburse them for any expense or liability incurred under said statutes in connection with employees of Contractor, including a sum equal to any unemployment benefits paid to those who were Contractor's employees, where such benefit payments are charge to Owner under any merit plan or to Owner of Owner's reserve account pursuant to any statute. The Contractor further agrees, as regards the items set forth below and for Work under this Agreement, that it will keep and have available all necessary records and make all payments, reports, collections, and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Agreement, so as to fully relieve and protect Owner from any and all responsibility or

liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours of work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds, or similar assessments.

29.0 PERMITS AND LICENSES

Contractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Owner's responsibility elsewhere in the Agreement), certificates and licenses required by governmental authorities having jurisdiction over the Work, Contractor or the location of the Work.

30.0 INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be deemed to represent that Contractor, or any of Contractor's employees or agents, are the agents, representatives or employees of Owner. Contractor shall be an independent contractor and shall have responsibility for and control over the details and means for performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement which may appear to give Owner the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor, shall mean that Contractor shall follow the desires of Owner only as to the intended results of the Work.

31.0 CONFIDENTIAL INFORMATION

Drawings, specifications, and other information obtained by Contractor from Owner in connection with the Work shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of Work or as authorized in writing by Owner and/or Owner. All such documents furnished by Owner to Contractor shall remain their property, and upon completion of the Work Contractor shall, as requested by Owner and/or Owner, either destroy or return such documents including any copies thereof.

32.0 PUBLICITY

Contractor shall not make news releases, publicize or issue advertising pertaining to the Work or this Agreement without first obtaining the written approval of Owner.

33.0 OWNERSHIP AND USE OF DRAWINGS

Drawings, technical documents and data prepared or developed by Contractor and furnished to Owner in performance of the Work shall be the property of Owner and may be used by Owner without restriction. The Owner shall have no right to own or further use any internal shop drawings prepared by Contractor.

34.0 ASSIGNMENTS

Contractor shall not assign this Agreement wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of Owner. Any assignment of this Agreement in violation of the foregoing shall be void at the option of Owner. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

35.0 LAWS AND REGULATIONS

35.1 Contractor shall comply strictly with local, municipal, state, federal and governmental laws, orders, codes and regulations applicable to Contractor's operations in the performance of the Work hereunder.

35.2 Contractor shall not, under any circumstances apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to this Agreement or to the performance thereof, without Owner's prior written approval.

35.3 Contractor shall not, under any circumstances, cause or permit, in connection with the Work to be performed hereunder, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant or other substance in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by any governmental authorities having jurisdiction over the Work. Contractor shall comply with all legal regulatory requirements applicable to the Work performed under this Agreement and shall be responsible for compliance with all hazardous waste, health and safety, notice, training, and environmental protection laws, rules, regulations and requirements, including, but not limited to, the Resource Conservation and Recovery Act. "Hazardous waste" includes all substances which are or may be identified as such in 40 C.F.R. Part 261 or other applicable laws or regulations. Contractor shall submit material safety data sheets, OSHA Form 20, as required. As an inducement to award of this Agreement, Contractor warrants full compliance and that it will adhere to all applicable project hazardous waste procedures and if necessary, obtain or arrange for at its expense all identification numbers, permits, applications, and other things required in connection with the activities under this Agreement. Contractor agrees that it will not store any hazardous wastes at the jobsite for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner or Owner, which shall be more restrictive. Contractor further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 C.F.R. Part 261 or other applicable law, as amended. Contractor agrees to take, at its expense all actions necessary to protect third parties, including without limitation, employees and agents of Owner and Owner from any exposure to, or hazards of hazardous and/or toxic wastes or substances generated or utilized in Contractor's operations. Contractor agrees to report to the appropriate governmental agencies all discharges, releases and spills of hazardous substances and/or toxic wastes required to be reported by law and to immediately notify Owner and Owner of same.

35.4 This Agreement shall be subject to the law and jurisdiction of the State of Texas, unless expressly designated otherwise within this Agreement.

PAYMENT TERMS

36.0 INVOICING AND PAYMENT

36.1 Except to the extent expressly stated otherwise elsewhere in this Agreement, the Contract Price shall be payable by Owner in monthly progress payments, payable thirty (30) calendar days after receipt and approval by Owner of a proper invoice. Each progress payment shall be for ninety percent (90%) of the value of Work completed by Contractor, as determined by Contractor in accordance with the terms of this Agreement and approved by Owner, as of the working day nearest the mutually agreed cutoff date.

36.2 Contractor shall submit separate invoices to Owner monthly within five (5) calendar days after the cutoff date as follows:

36.2.1 Progress invoices, for progress payments for Work (including additional Work authorized by Owner and added by a formal change to this Agreement) completed by Contractor during each progress billing period. Cutoff date for Contractor's progress invoice shall be consistent from month to month as mutually agreed. Payment shall not be construed to be an acceptance of Work. Such invoices are subject to ten percent (10%) retention.

36.2.2 Additional Work invoices as separate invoices, to cover additional Work authorized by Owner and completed by Contractor, but not added to this Agreement by a formal change at the time of invoicing. Such invoices are subject to ten percent (10%) retention.

36.2.3 The Final and/or Retention invoice shall be submitted for final payment after completion and acceptance of Work by Owner and compliance by Contractor with all terms of this Agreement. This invoice shall contain complete itemized listing of Progress and Additional Work invoices by number, date, gross amount, retention amount, and the total amount of sums retained and due. It shall also contain, or be supported by a written acceptance of the Work signed by Owner and a certification and release in accordance with Article 40.0, FINAL PAYMENT CERTIFICATION AND RELEASE. Unless otherwise required by applicable law, final payment shall be made after completion and acceptance of all Work and in any event, shall not be sooner than 30 calendar days after receipt of a proper invoice and supporting documents satisfactory to Owner. Final payment shall not relieve Contractor of any obligation under Agreement guarantees.

36.3 Contractor shall prepare all invoices in a form satisfactory to and approved by Owner. In the event an invoice is submitted, in accordance with Agreement terms, for Work accomplished on a reimbursable or unit price/unit rate basis, it shall be accompanied by documentation supporting each element of measurement and/or cost. Any invoice submitted, which fails to comply with the terms of this Agreement, including the requirements of form and documentation, may be returned to Contractor. Any costs associated with the resubmission of a proper invoice shall be to Contractor's account.

36.4 At Owner request, Contractor shall furnish evidence, satisfactory to Owner, that all labor and materials furnished and equipment used during the period covered by any Progress invoice or Additional Work invoice have been paid for in full and that the Work is not subject to liens or claims on account thereof. Owner may withhold approval of payment of invoices until Contractor furnishes such evidence.

36.5 Contractor shall furnish to Owner "partial waivers of lien" to cover payments on account during the progress of the Work.

37.0 TAXES, DUTIES, AND FEES

Contractor shall pay when due, and the compensation set forth in this Agreement shall be inclusive of, all taxes, duties, fees and other assessments of whatever nature imposed by governmental authorities and applicable to the performance of the Work and this Agreement.

38.0 DOCUMENTATION AND RIGHT OF AUDIT

38.1 Where Contractor's invoice includes compensation for Work performed at a unit price, Contractor shall submit its determination of units of Work performed, determined in accordance with the provisions of this Agreement, and substantiated by documents satisfactory in form and content to Owner. Upon verification by Owner of said documents, Owner will advise Contractor in writing of either acceptance of Contractor's determination of units or of Owner determination of such units.

38.2 Where Contractor's invoice includes compensation for Work performed for a reimbursable Contract Price, all costs, expenses and other amounts so invoiced shall be substantiated and supported by equipment time slips, paid invoices, time sheets, receipts and other documents satisfactory to and verified by Owner.

38.3 Except as provided in Section 5.05 of the attached Agreement for Design-Build Services, Contractor shall maintain for a period of three (3) years after final payment under this Agreement, all records and accounts pertaining to Work performed by Contractor under this Agreement for a unit price, a reimbursable price, or otherwise authorized in writing by Owner for performance on a reimbursable basis. Owner and/or Owner shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such Work and for the above three (3) year period for the purpose of verifying units furnished and/or costs incurred, as applicable.

39.0 LIENS

39.1 To the full extent permitted by applicable law, Contractor hereby waives and releases any and all rights of mechanic's lien and similar rights for payment for services, labor, equipment, or materials furnished by Contractor in performance of the Work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Contractor may have against Owner's premises, property belonging to Owner, or to either of them, or funds payable by Owner to Owner.

39.2 Contractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Contractor in the performance of the Work under this Agreement and shall at its expense keep Owner's premises and all property belonging to Owner, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Contractor or its employees, materialmen or subcontractors in the performance of the Work. If Contractor fails to release and discharge any such claim of lien against Owner's premises or the property of Owner, or of either of them, arising out of performance of the Work within five (5) working days after receipt of written notice from Owner to remove such claim of lien, Owner may, at their option, discharge or release the claim of lien or otherwise deal with the lien claimant, and Contractor shall pay Owner any and all costs and expenses of Owner in so doing, including reasonable attorneys' fees incurred by Owner.

40.0 FINAL PAYMENT CERTIFICATION AND RELEASE

Owner shall not be obligated to make final payment to Contractor until Contractor has delivered to Owner a certificate and release satisfactory to Owner that Contractor has fully performed under this Agreement and that all claims of Contractor for the Work are satisfied upon the making of such final payment, that no property of Owner or property used in connection with the Work is subject to any unsatisfied lien or claim as a result of the performance of the Work, that

all rights of lien against Owner's property in connection with the Work are released (including without limitation, if Owner requests, releases of lien satisfactory in form to Owner executed by all persons who by reason of furnishing material, labor or other services to Contractor for the Work or potential lienors against Owner's property), and that Contractor has paid in full all outstanding obligations against the Work.

GENERAL

41.0 INTERPRETATION OF PLANS AND SPECIFICATIONS

In case of misunderstanding of disagreement arising between any of the interested parties as to the intent or meaning of the plans, drawings, or specifications covering the Work, or should a question arise as to whether or not the Work is being or has been performed in accordance with the plans, drawings, and specifications, the decision of Owner shall be final and binding.

42.0 VALIDITY OF PROVISIONS

In the event any section, or any part or portion of any section of this Agreement shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that section, or any other section hereof.

43.0 WAIVER

Owner's failure to insist on performance of any term, condition, or instruction, or to exercise any right of privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

44.0 NOTICES

Any and all notices to be provided herein or provided by law shall be sufficient and in full compliance with the Agreement if deposited in the United States Post Office, by registered mail, postage prepaid and delivered to the address as contained in the attached Professional Services Agreement.

All notices to Contractor shall be sent to the address appearing on Design Build Agreement, attached to this document. Such addresses may be changed at any time by the giving of notice as above provided.

45.0 PROJECT RECORD DOCUMENTS

Contractor will document as-built drawings, specifications, addenda, field work orders, change orders, written clarification and interpretations, shop drawings and samples, and operation and maintenance manuals. Project record documents will be transferred to Owner on request prior to final payment.

Exhibit C

Fort Bend County Specification Download Acknowledgment



Statement of Qualifications

**Design/Build Renovations to Arcola Community Center
for Fort Bend County
Q12-037**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281 341 8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document
- Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

*Fort Bend County, Texas
Statement of Qualifications*



*Design/Build Renovations to Arcola Community Center
for Fort Bend County
Q12-037*

SUBMIT SOQS TO:

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

****NOTE:**

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

SUBMIT NO LATER THAN:

Thursday, March 8, 2012
1:30 PM (Central)

MARK ENVELOPE:

Q12-037
Arcola Renovations

*ALL SUBMITTALS MUST BE RECEIVED IN COUNTY PURCHASING
OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
SUBMITTALS RECEIVED WILL THEN BE OPENED AND NAMES
PUBLICLY READ. SUBMITTALS RECEIVED AFTER THE SPECIFIED
TIME WILL BE RETURNED UNOPENED.*

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

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this document.
Requests for information must be in
writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kkaminski@co.fort-bend.tx.us

Prepared: 02/10/12
Issued: 02/15/12

1.0 Objective:

Fort Bend County, herein requests statements of qualifications for Design/Build services from contractors necessary to carry out renovations to the Arcola community center. The Design/Build firm, herein referred to as "Respondent", shall serve in the capacity of an Architect/Engineer and General Contractor.

2.0 General:

- 2.1 The selected party will be requested to submit a proposal for a Design/Build contract under the provisions of the §2267.301 of the Texas Government Code.
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.3 Submittals and any other Respondent information in response to this SOQ shall become the property of Fort Bend County.
- 2.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Fort Bend County makes no guarantee that an award will be made as a result of this SOQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this SOQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this SOQ.
- 2.7 In the event the total accepted price exceeds \$25,000 the successful vendor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the respondent. In the event Fort Bend County rejects the proposed surety company, the respondent will be afforded five (5)

additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

3.0 Insurance:

- 3.1 All respondents must submit, with SOQ, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with SOQ, a notarized statement from an insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal.
- 3.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 3.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 3.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 3.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 3.2.4 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.
- 3.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 3.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an

extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

- 3.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 3.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 3.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

4.0 Indemnification:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 4.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 4.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 4.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

- 4.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 4.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 4.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 4.7 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.

5.0 Scope of Work

Fort Bend County is requesting Statements of Qualification for Design-Build services relating to the renovations to the Arcola community center. This project involves the design-build for renovation of approximately 6,500 sq. ft. of existing warehouse space in a building attached to the rear of Arcola City Hall. The renovated space will be used as a multi-purpose community center. It will house a computer lab, youth programs, restrooms, a kitchen and senior citizen programs. The building is located at the rear of Arcola City Hall - 13222 Hwy 6. Improvements include installing plumbing, electrical, insulation, sheetrock and ceiling tiles. The building was constructed in 1987. Project is expected to begin in March 2012 and be completed by December 2012.

7.0 PRE-SOQ CONFERENCE:

There is no pre-SOQ meeting for this project.

8.0 Qualifications and Evaluation Factors:

The following criteria will be used in selecting the Design-Build firm:

- 30% Understanding of Scope of Work: Parties demonstrate their ability to meet the required qualifications listed. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.
- 30% Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing general contracting services and design/build services for municipal/county government facilities. List only projects completed within the last 5 years; provide the name and location of each project, the client, and a contact person and phone number and completion date.
- 15% Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing project management and construction services for municipal/county government facilities. List only projects completed within the last 5 years; provide the name and location of each project, the client, and a contact person and phone number and completion date.
- 10% Financial Stability: Complete and accurate responses to the following questions:
 - a. Has your Company ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?

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

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

9.0 Format of Response:

To facilitate evaluation of submittals, one (1) original, four (4) paper copies and one (1) electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Statement of Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 20 pages**). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either "portrait" or "landscape" format with binding on either long or short side. Responses are to be in the following order and must detail requirement as outlined above.

- 9.1 Cover letter
- 9.2 Table of Contents
- 9.3 Detailed statement assuring firm fully understands scope of work.
- 9.4 Detailed qualifications of the firm.
- 9.5 Detailed qualifications of staff.
- 9.6 Financial stability.
- 9.7 Firm's management system, software and cost control.
- 9.8 Insurance and W9.

10.0 Selection Process:

Statements of Qualifications will be evaluated by a committee comprised of County staff. The committee will review Statements of Qualifications submitted and develop a short list of not more than 5 firms. These firms will be requested to submit additional information and may be invited to interview with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

11.0 Estimated Budget:

Estimated budget to complete this project \$114,405 using CDBG funds

12.0 Questions:

Questions about this Statement of Qualification Package should be directed in writing to Debbie Kaminski, CPPB, Assistant County Purchasing Agent at [kaminskid@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us)
Questions will be accepted until 3:00 PM, Thursday, March 1, 2012.

13.0 W9 FORM:

All vendors submitting are required to complete the attached W9 form and return with submission.

14.0 NOTICE TO CONTRACTORS:

List of Exhibits:

- A. **Exhibit I – Quarterly Employment Data Report** – This report must be completed five (5) days after the preconstruction meeting.
- B. **Exhibit II – “Equal Employment Opportunity is the Law” (EEO) Poster** – This poster **must** be posted at the job site in an area visible to all workers.
- C. **Exhibit III – Payroll and Certification form** – This form is due within five (5) working days after the end of the weekly payroll period. (Note: If you elect to use your own printed payroll form, the Statement of Compliance form should accompany your payroll form.)
- D. **Exhibit IV– Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees** – This form should be completed by the General Contractor and Subcontractor, and should accompany the first payroll form.
- E. **Exhibit V – Notice to Employees Poster** – This poster, along with wage rates **must** be posted at the job site in an area visible to all workers.
- F. **Exhibit VI – U.S. Department of Labor Wage Decision** – This wage decision is required by HUD on all federally-funded projects. The Davis-Bacon Act requires that workers receive no less than the prevailing wages being paid for similar work in the locality.
- G. **Exhibit VII – Employment and Minority Business Plan** – As specified in Parts IV and V of the HUD Specifications, all prime Contractors are required to submit a completed Plan detailing employment, as well as economic opportunities for minority and women-

owned businesses. This Plan is due within five (5) working days after being notified as the apparent low bidder. Failure to submit this Plan will render your bid non-responsive.

- H. **Exhibit VIII – Certification for Contracts, Grants, Loans and Cooperative Agreements** – This form **must** be completed five (5) days after the preconstruction meeting.
- I. **Exhibit IX – Certification Regarding Debarment** – This form **must** be completed for each subcontractor and returned within five (5) working days after the preconstruction meeting.
- J. **Exhibit X – Subcontractor Profile** – This form **must** be completed for each subcontractor and returned within five (5) working days after the preconstruction meeting.
- K. **Exhibit XI – Contractor’s Local Opportunity Plan – Section 3**
- L. **Exhibit XII – Section 504 Certification**

Exhibit I
Quarterly Employment Data Report

Fort Bend County Community Development Department 4529 Reading Road, Ste. A, Rosenberg, Texas 77471 281-341-4410 FAX 281-341-5767															
Project Name		Contractor's Business Name, Address, Phone No.				Contract No.		Contractor's Fed. ID No.		Contractor's Status <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lower Tier					
Type of Contract <input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Supply	Legal Status <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation	Contract Amount	Covered Workforce Area(s) <input type="checkbox"/> Houston SMSA <input type="checkbox"/> Houston SMSA Plus <input type="checkbox"/> Outside Area(s)		Current Employment Goals Minority _____ Female _____		Source of Funding <input type="checkbox"/> Federal <input type="checkbox"/> Non-Federal		Reporting Period From _____ To _____		Data Report No.				
All Employees						Minority Group Employees:									
EEO/ Categories	Total Male & Female	Male	Female	Male								Female		Totals	Percent
				Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islanders	American Indian or Alaskan Natives	Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islanders	American Indian or Alaskan Natives	Minority	Female		
Officials, Managers and Supervisors															
Professionals															
Technicians															
Sales Workers															
Office and Clerical															
Craftsmen (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
Apprentices															
Unjob															
Company Official's Signature and Title				Date Signed		Name and Title of Individual Completing Report				Page _____ of _____					

EXHIBIT II
Equal Opportunity is --
THE LAW

PRIVATE EMPLOYMENT, STATE AND LOCAL GOVERNMENT, EDUCATIONAL INSTITUTIONS

Race, Color, Religion, Sex, National Origin: Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay fringe benefits, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

The law covers applicants to and employees of most private employers, state and local governments and public or private educational institutions. Employment agencies, labor unions and apprenticeship programs also are covered.

Age: The Age Discrimination in Employment Act of 1967, as amended, prohibits age discrimination and protects applicants and employees 40 years of age or older from discrimination on account of age in hiring, promotion, discharge, compensation, terms, conditions, or privileges of employment. The law covers applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations.

Sex (wages): In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above) the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment. The law covers applicants to and employees of most private employers, state and local governments and educational institutions. Labor organizations cannot cause employers to violate the law. Many employers not covered by Title VII, because of size, are covered by the Equal Pay Act.

Disability: The Americans with Disabilities Act of 1990, as amended, prohibits discrimination on the basis of disability from discrimination in hiring, promotion, discharge, pay job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship. The law covers applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations.

If you believe that you have been discriminated against under any of the above laws you immediately should contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 U Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free 800-668-EEOC. For individuals with hearing impairments, EEOC's toll free TDD number is 800-800-3302.

EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

Race, Color, Religion, Sex, National Origin: Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Individuals with Handicaps: Section 505 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of handicap and requires affirmative action to employ and advance in employment qualified individuals with handicaps who, with reasonable accommodations, can perform the essential functions of a job.

Vietnam Era and Special Disabled Veterans: 38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Applicants to and employees of companies with a federal government contract or subcontract are protected under the legislation above. Any person who believes a contractor has violated its non-discrimination or affirmative action obligations under Executive Order 11246, as amended, Section 505 of the Rehabilitation Act or 38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act should immediately contact:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 100 Constitution Avenue, N.W., Washington, D.C. 20210, (202) 512-2282, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex: In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI the primary objective of the financial assistance is provision of employment or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Individuals with Handicaps: Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of handicap in any program or activity which receives Federal financial assistance. Discrimination is prohibited on all aspects of employment against handicapped persons who, with reasonable accommodations, can perform the essential functions of a job.

Contact Fort Bend County Community Development at (713) 341-4410 if you have any problems contacting these Federal agencies.

Don't Forget...
Equal Employment
Opportunity is the
Law!

Exhibit IV

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____ Date _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for

_____ (specify "General Construction", "Plumbing", "Roofing", etc.)

in connection with the construction of the above-mentioned Project, and that (I) (we) have appointed *

whose signature appears below, to supervise the payment of (my) (our) employees beginning _____, 2012, that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the Fort Bend County Community Development Department a new certificate appointing some other person for the purposes hereinabove stated.

* _____ (Identifying Signature of Appointee)

Attest (if required): _____ (Name of Firm or Corporation)

(Signature) By: _____ (Signature)

(Title) _____ (Title)

NOTE: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner, and shall be executed prior to and be submitted with the first payroll. Should the appointee be

changed, a new certificate must accompany the first payroll for which compliance required by the Kick-Back Statute.

CDBG General/contractor forms/Certificate from Contractor – Exhibit IV

NOTICE TO ALL EMPLOYEES

Exhibit 7



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Karan A. Bringol
Project Coordinator
Fort Bend County
Community Development Department
4520 Reading Road, Ste. A
Rosenberg, TX 77471
281-341-4410 281-341-3762 FAX

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
**U.S. Department of Labor
Employment Standards Administration**

WHD Publication 1121
Revised January 1996
U.S. Department of Labor, Wage and Hour Division

U.S. Department of Labor
Employment Standards
Administration
Wage and Hour Division



EMPLOYMENT AND MINORITY BUSINESS PLAN

Instructions: As specified in Parts IV and V of the HUD Specifications, all prime Contractors are required to submit a completed Plan detailing employment, as well as economic opportunities for minority and women-owned business. It is due within five (5) working days after being notified as the apparent low bidder. Failure to submit this Plan will render your bid as non-responsive.

Part I Contract Information

Name of Contract: _____
Job Number: _____
Project Number: _____
Contract Amount: \$ _____

Part II Contract Information

Name of Contractor: _____
Address: _____
Contact Person: _____
Telephone Number FAX: _____
Contractor's Federal Tax I.D. Number: _____
Names of three (3) Corporate Officers (if applicable):
1. _____
2. _____
3. _____
Number of Employees: _____

III. Employment Projections

(Indicate the number of employees who will have to be hired {by job categories} for this contact, including goals for hiring within the project area, minority, and female employees.)

PROJECT GOALS				
JOB CATEGORY	Total Needed To Be Hired	Area Residents	Minorities	Women
1. Laborers				
2. Mechanics				
3. Apprentices/Trainees				
4. Professionals/Managers/Clerical				

Definitions:

1. Laborers include occupations (hourly workers) engaging in manual work requiring no special training; i.e., laborers, gardeners.
2. Mechanics include occupations requiring a high level skill, including occupations requiring a combination of basic scientific knowledge and manual skills; i.e., carpenters, electricians, cement masons, and draftsmen.
3. Apprentices/Trainees include persons engaging in a training program to learn a trade or craft.
4. Professionals/Managers/Clerical include occupations requiring the exercise of college background, policy making, and clerical work, respectively.

IV. Minority Business Projections

(Indicate the total number of subcontracts by category (i.e., plumbing, electrical, concrete, etc.) which will be needed to complete this contract, including proposed use of minority and women-owned business(es), and project area firms with estimated contract amounts.)

GOALS (Check (√) One)				
SUBCONTRACTS (By Category)	Minority	Women	Project Area	Estimated Contract Amount
1.				
2.				
3.				
4.				
5.				
6.				
TOTALS				

For definitions of minority and women-owned businesses, including project area firms, please see Parts IV and V of the HUD Specifications.

(For those areas checked (✓) above, indicate the information requested below. Please identify the appropriate entry: i.e., subcontracts 1-6.)

Name of Subcontractor	Address	Contact	Phone Number
1.			
2.			
3.			
4.			
5.			
6.			

I do declare and affirm that the contents of the foregoing are true and correct, and will furnish, upon request, documentation which will attest to its accuracy.

President/Owner

Date

EXHIBIT VIII

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ date of _____, 2012.

By _____
(signature)

(typed or printed name)

(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

cdbggen/contractor forms/Certification For Contracts

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

NAME OF CONTRACTOR

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have not within a three-year period preceding this application proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Contractor

Date

CDBG General contractor forms Certification Regarding Debarment

**FORT BEND COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
SUBCONTRACTOR PROFILE**

Project Name: _____

Name of Contractor: _____

Name of Subcontractor: _____

Federal Tax I.D. Number: _____

Type of Business:

Sole Proprietor Partnership Corporation

Name(s) of Principle Owner(s):

Address: _____

Phone: _____

FAX: _____

Estimated Amount of Contract: _____

Type of Contract: Construction Supply Service

Woman Owned Yes No

Minority Owned Yes No

African-American Mexican-American Asian-American Indian

Date: _____

For Office Use Only

_____ *Minority Verification*

_____ *Publication/Source*

_____ *Contractor Eligibility Verification*

_____ *Publication/Source*

CDBG General contractor forms: Subcontractor Profile

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

(name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of _____.

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Title

Date

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

EXHIBIT D

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance:

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3); the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.hud.gov/equality/hudformwh347.html> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3 (ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3 (i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination, debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever for the purpose of influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation, liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. (Public Law 91-54, 83 Stat 96) 40 USC 3751 et seq

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: TX120089 04/20/2012 TX89

Superseded General Decision Number: TX20100115

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	04/20/2012

ASBE0022-002 02/02/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.27	8.92

* BOIL0074-002 01/01/2012

	Rates	Fringes
BOILERMAKER	\$ 23.06	20.28

CARP0551-003 04/01/2008

	Rates	Fringes
Carpenter (Acoustical Ceiling Work Only)	\$ 21.00	6.43

ELEC0716-004 08/29/2011

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers)	\$ 27.65	7.70

* ELEV0031-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC	\$ 37.355	23.535

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.

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

PLAS0681-002 04/01/2005

	Rates	Fringes
PLASTERER Galveston County	\$ 20.15	3.20

* PLUM0068-005 11/21/2011

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)	\$ 29.54	9.44

PLUM0211-007 10/01/2011

	Rates	Fringes
Pipefitters (Excluding HVAC Pipe)	\$ 28.88	9.91

* SFTX0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 25.84	16.47

SHEE0054-005 07/01/2011

	Rates	Fringes
Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	7.99

SUTX2005-014 04/28/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
BRICKLAYER	\$ 18.00	0.00
Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
DRYWALL FINISHER/TAPER	\$ 12.21	0.92
Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
Formbuilder/Formsetter	\$ 11.03	0.00
GLAZIER	\$ 14.01	2.72
INSULATOR -BATT AND FOAM	\$ 11.00	0.00
IRONWORKER, REINFORCING	\$ 12.01	0.00
IRONWORKER, STRUCTURAL	\$ 16.15	0.00
Laborers:		
Common	\$ 9.60	0.00
Mason Tender (Brick)	\$ 10.27	0.00
Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83

	Rates	Fringes
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER.	\$ 10.75	1.47

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

