

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND   §

**AMENDMENT TO AGREEMENT FOR FOUNDATION REPAIRS  
 RFP 14-021**

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Atlas Foundation Repair, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Agreement for Foundation Repairs, (hereinafter the "Agreement"), attached hereto as Exhibit A and incorporated by reference; and

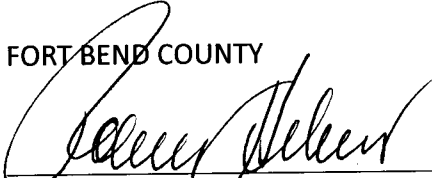
WHEREAS, the parties desire to amend the Agreement to include additional Services.

NOW, THEREFORE, County and Contractor do mutually agree as follows:

1. Contractor shall provide the additional Services identified in the attached Exhibit B.
2. Prior to the execution of this Amendment, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment, that County shall have available the total maximum sum of seven thousand dollars and no/100 (\$7,000), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County hereunder. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of seven thousand dollars and no/100 (\$7,000) for the additional Services described in the attached Exhibit B.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

3-4-2014  
Date

ATTEST:

  
Dianne Wilson, County Clerk



ATLAS FOUNDATION REPAIR

  
Authorized Agent- Signature

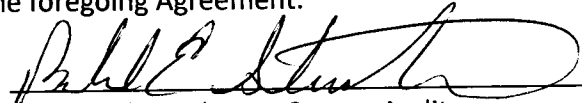
Kristin Sorenson  
Authorized Agent- Printed Name

Office Manager  
Title

2/24/2014  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 7,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor


# EXHIBIT A

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

**AGREEMENT FOR FOUNDATION REPAIRS  
RFP 14-021**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Atlas Foundation Repair (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

 WHEREAS, County desires that Contractor provide foundation repair services at the Bud O'Shields Community Center and the Extension Office (hereinafter "Services") pursuant to RFP 14-021; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

**AGREEMENT**

**Article I. Scope of Services**

1.1 Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

1.2 In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

**Article II. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own

expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Article III. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and thirty-nine thousand and four hundred dollars and no/100 (\$139,400). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Article IV. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and thirty-nine thousand and four hundred dollars and no/100 (\$139,400), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and thirty-nine thousand and four hundred dollars and no/100 (\$139,400).

## **Article V. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than one hundred and twenty (120) days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

## **Article VI. Modifications and Waivers**

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

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Article VII. Termination**

### **7.1 Termination for Convenience**

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

### **7.2 Termination for Default**

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

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

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

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

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

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

#### **Article VIII. Ownership and Reuse of Documents**

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

#### **Article IX. Inspection of Books and Records**

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

#### **Article X. Insurance**

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

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability

for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Article XI. Performance and Payment Bond**

Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

#### **Article XII. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Article XIII. Confidential and Proprietary Information**

13.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the

Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

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

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

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

13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to

County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

#### **Article XIV. Independent Contractor**

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

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

#### **Article XV. Notices**

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

15.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

|                 |  |
|-----------------|--|
| County:         | Facilities Management and Planning<br>301 Jackson Street<br>Richmond, Texas 77469                |
| With a copy to: | Fort Bend County<br>Attn: County Judge<br>301 Jackson Street, Suite 719<br>Richmond, Texas 77469 |
| Contractor:     | Atlas Foundation Repair<br>8495 Solon Road<br>Houston, Texas 77064                               |

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

15.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Article XVI. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Article XVII. Performance Warranty**

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

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Article XVIII. Assignment and Delegation**

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Article XIX. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Article XX. Successors and Assigns**

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

**Article XXI. Third Party Beneficiaries**

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

**Article XXII. Severability**

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

**Article XXIII. Publicity**

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

**Article XXIV. Captions**

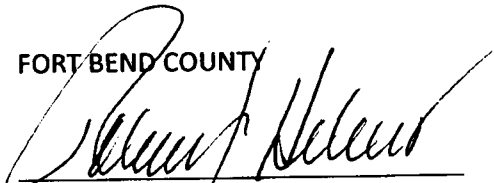
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Article XXV. Conflict**

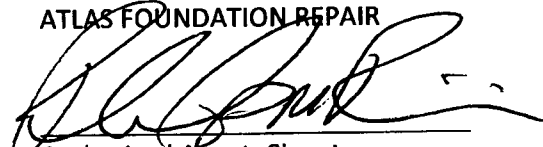
In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 17 day of December, 2013.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

ATLAS FOUNDATION REPAIR

  
Authorized Agent- Signature

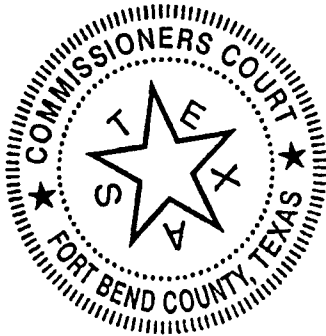
Philip M. Pica  
Authorized Agent- Printed Name

ATTEST:

  
Dianne Wilson, County Clerk

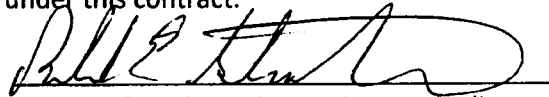
G. M.  
Title

12/10/13  
Date



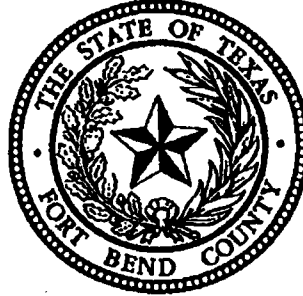
**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$139,400.88 to accomplish and pay the obligation of Fort Bend County under this contract.

A handwritten signature in black ink, appearing to read 'Robert E. Sturdivant', written over a horizontal line.

Robert Edward Sturdivant, County Auditor

# EXHIBIT A



Response for RFP 14-021  
Foundation Repairs for  
Bud O'Shields Community Center  
*Shields JMP*  
and Extension Office  
for Fort Bend County

Response submitted by:



8945 Solon Road  
Houston, TX 77064  
Telephone – 713.641.4844  
Facsimile – 713.928.5221

# **Response to RFP 14-021 – Foundation Repairs for Bud O'Shields Community Center and Extension Office for Fort Bend County**

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## **EXECUTIVE SUMMARY**

Since 1977, Atlas Foundation Repair ("Atlas") has been in the business of repairing commercial and residential foundations in Southeast Texas. For thirty six years, Atlas takes pride in its service to its customer, the commitment of its long term employees and its warranty.

### **Company Information**

|                         |   |
|-------------------------|---|
| <b>Name</b>             | Atlas- Gulf Coast, Inc. dba Atlas Foundation Repair |
| <b>Address</b>          | 8945 Solon Road<br>Houston, TX 77064                |
| <b>Office Telephone</b> | 713.641.4844  |
| <b>Office Facsimile</b> | 713.928.5221  |

### **Main Contact for Project**

|                        |  |
|------------------------|--|
| <b>General Manager</b> | Phil Pieri   |
|                        | Email – <a href="mailto:ppieri@atlasfoundation.net">ppieri@atlasfoundation.net</a> |
|                        | Cell Phone – 281.543.3361  |

### **Alternate Contact for Project**

|                        |  |
|------------------------|--|
| <b>Project Manager</b> | Ken Edwards  |
|                        | Email – <a href="mailto:kedwards@atlasfoundation.net">kedwards@atlasfoundation.net</a>   |
|                        | Cell Phone – 713.366.2899  |
| <b>Office Manager</b>  | Kristin Sorenson   |
|                        | Email – <a href="mailto:ksorenson@atlasfoundation.net">ksorenson@atlasfoundation.net</a> |
|                        | Cell Phone – 832.655.4432  |

**Response to RFP 14-021 – Foundation Repairs for Bud O'Shields  
Community Center and Extension Office for Fort Bend County**

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2. Understanding Scope of Work
3. Company Experience
4. Company's Management System
5. Copy of Original RFP 14-021 (including addendums – N/A)
6. Atlas Foundation Repair Certificate of Insurance showing Fort Bend County as Named Insured
7. Drawing Outlining Repair Plan for Each Structure
8. SAMPLE of Lifetime Warranty for Foundation Plus Piling System
9. Completed Vendor Form
10. Completed W-9
11. Completed Tax Form/Debt/Residence Certification

## Response to RFP 14-021 – Foundation Repairs for Bud O'Shields Community Center and Extension Office for Fort Bend County

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### 1. COST

The Total Lump Sum Price Necessary to complete Project, as described herein:

|                                |                   |
|--------------------------------|-------------------|
| Extension Building             | \$ <u>92,200</u>  |
| Bud O'Shields Community Center | \$ <u>47,200</u>  |
| Total Lump Sum Price           | \$ <u>139,400</u> |

One Hundred Thirty Nine Thousand Four Hundred Dollars – Amount written in words governs

For Administrative Purposes, the above stated price is separated into the following components:

|            |                      |
|------------|----------------------|
| Materials: | \$ <u>15,071.80</u>  |
| Labor:     | \$ <u>124,328.20</u> |

## **Response to RFP 14-021 – Foundation Repairs for Bud O'Shields Community Center and Extension Office for Fort Bend County**

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### **2. UNDERSTANDING SCOPE OF WORK**

As described in the enclosed Fort Bend County RFP 14-021 for the repair of Foundations located at the Fort Bend County Bud O'Shields Community Center, located at 1330 Band Road, Rosenberg, Texas and the Extension Office, located at 1402 Band Road, Rosenberg, Texas, it is our understanding that foundation repair, leveling and raising out of the expansive soil is required. Atlas acknowledges the scope of work as described in RFP 14-021 section entitled 28.0 SCOPE OF WORK as follows:

1. Atlas Foundation Repair will provide all labor and materials to install perimeter and interior pilings as needed to correctly repair, level and raise the building out of the expansive soil; yielding a void between the foundation and the ground. Perimeter piling spacing will not exceed more than 7' on center.
2. Atlas Foundation Repair has included, with its response, drawing detailing the proposed repair plan. These drawing do not include the current slab elevation. Fort Bend County will receive pre-lift measurements upon job commencement at the current readings may or may not reflect the actual readings on the date work is to begin. It is not possible for Atlas Foundation Repair, any engineer or any other foundation professional to provide a proposed new elevation. As any professional in this industry can assert, there are many factors to be considered in repairing or leveling foundations. Atlas will attempt to raise the structure to the highest existing measurement but must consider the structural integrity of the building.
3. If necessary, the Builders Piers (installed/poured during the original construction of the above mentioned structures) will be broken away from the existing slab to both structures for the repair and leveling.
4. Atlas will patch any flatwork, holes in slab in the industry standard manner. Atlas will repair damage to electrical, gas or telephone/cable lines that are marked by the Texas OneCall service. Should any other lines require marking, it is Atlas' request that a Fort Bend County representative mark such lines should

## **Response to RFP 14-021 – Foundation Repairs for Bud O'Shields Community Center and Extension Office for Fort Bend County**

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they be located within 6 feet of the perimeter of these structures. Repairs to any lines not marked will not be the responsibility of Atlas.

Under-slab plumbing lines (sewer) lines are not included in this scope of work and are not the responsibility of Atlas Foundation Repair.

If necessary, existing landscaping will be removed and original landscaping will be placed back into the area from which it was originally removed. Atlas will take care to protect the landscaping but cannot guarantee the life of the plants

5. Fort Bend County will be responsible for repairs to all interior finishes.
6. Atlas will clean the site daily. In some cases, debris is left in one area during the project period and at the completion of the project is removed from the site.
7. Atlas will obtain all required permits for this project. A permit will be pulled for each location.
8. Atlas will provide a lifetime transferrable warranty.
9. Atlas has reviewed the soil report and the foundation plans for this project.
10. Atlas will coordinate with the Facilities Management & Planning Department prior to commencing on afterhours and weekend work should it be required.

Atlas agrees, if awarded the contract for RFP 14-021, to complete all work required by the contract documents with 53 calendar days (excluding weekends) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by Facilities Department. It is understood by Atlas that if the project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County that liquidated damages in the amount of \$250 (two hundred and fifty dollars) per calendar day that the project remains not substantially complete and that Atlas agrees that that sum is reasonable and proper measure of damages which Fort Bend County will sustain by failure of

**Response to RFP 14-021 – Foundation Repairs for Bud O'Shields  
Community Center and Extension Office for Fort Bend County**



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Atlas to substantially complete work within the contract. It is also understood that this sum is considered liquidated damages and shall in no sense be considered as a penalty against Atlas.

## **Response to RFP 14-021 – Foundation Repairs for Bud O'Shields Community Center and Extension Office for Fort Bend County**

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### **3. COMPANY EXPERIENCE**

As requested, please find details for projects completed for Municipalities, Governmental Agencies and a General Contractor. Projects and information are as follows:

#### **Project 1**

|                          |                                    |
|--------------------------|------------------------------------|
| Name                     | Long Drive Apartments              |
| Project Location         | 6767 Long Drive, Houston, TX 77087 |
| Completion Date          | 2011                               |
| Final Cost               | \$45,000                           |
| Client                   | Houston Housing Authority          |
| Contact Person           | James Cremona                      |
| Contact Person Telephone | 713.260.0377                       |

#### **Project 2**

|                          |   |
|--------------------------|---|
| Name                     | Fort Bend Appraisal District                    |
| Project Location         | 2801 B. F. Terry Boulevard, Rosenberg, TX 77471 |
| Completion Date          | 2013  |
| Final Cost               | \$21,600  |
| Client                   | Fort Bend County                                |
| Contact Person           | Scott Hagan                                     |
| Contact Person Telephone | 281.238.3064                                    |

#### **Project 3**

|                          |                                    |
|--------------------------|------------------------------------|
| Name                     | Houston Fire Fighters Credit Union |
| Project Location         | 4200 Kolb Street                   |
| Completion Date          | 2011                               |
| Final Cost               | \$18,000                           |
| Client                   | Houston Firefighters Credit Union  |
| Contact Person           | Tom Rowlands                       |
| Contact Person Telephone | 713.293.6615                       |

# Response to RFP 14-021 – Foundation Repairs for Bud O'Shields Community Center and Extension Office for Fort Bend County

---

## 4. COMPANY MANAGEMENT SYSTEM

### CRITICAL PATH METHOD (CPM) SCHEDULING

Atlas applies a basic schedule under ideal conditions as follows:

Crew = One (1) Crew Supervisor and five (5) crew members

Daily Maximum Installation Rate = Ten (10) Exterior Pilings or Five (5) Interior Pilings  
Including Area Preparation and Breakout of Concrete

Atlas anticipates utilizing three (3) crews to complete this project. The CPM  
Scheduling Spreadsheet follows in this section.

### COMPUTERIZED CONSTRUCTION MANAGEMENT SYSTEMS

For our Construction Management, we utilize a tried and true experience/expense  
application. It is a manual calculation which provides us with the following:

| Total<br>Number<br>of<br>Pilings | Expected<br>Depth Per<br>Piling | Cost Per<br>Cylinder | Cost for<br>Cap per<br>Piling | Steel<br>Cost Per<br>Piling | Material<br>Cost Per<br>Piling | Material<br>Cost for<br>Installation<br>of<br>358 Pilings |
|----------------------------------|---------------------------------|----------------------|-------------------------------|-----------------------------|--------------------------------|---|
| 358                              | 15                              | \$1.28               | \$2.90                        | \$20                        | \$42.10                        | \$15,071.80   |

### SAFETY

#### Worker's Compensation Experience Modification Rating (EMR)

Atlas Foundation Repair has an Experience Modification Rating (EMR) of \_\_\_\_ for  
the policy period 2012 – 2013. Atlas experienced no losses in the policy period 2012  
– 2013.

## **Response to RFP 14-021 – Foundation Repairs for Bud O'Shields Community Center and Extension Office for Fort Bend County**

---

### **OSHA Citations Received over the last Three (3) Years**

Atlas Foundation Repair has not received any citations from OSHA over the last three (3) years.

### **Document Management**

Documentation for job and work papers are kept for a lifetime. All paperwork and working paperwork is found within the job folder for each specific project.

### **Construction Quality Control**

Construction Quality Control is overseen by the Crew Supervisors with 15 plus years of experience working with Atlas Foundation Repair, Production Supervisors with 20 plus years of experience with Atlas Foundation Repair and the General Manager with 20 plus years of experience with Atlas Foundation Repair.

### **Cost Management**

Costs are strictly managed by the General Manager, Production Coordinator and Crew Supervisor and are provided to Fort Bend County in the above mentioned table

# Critical Path Method

HELP

Start Date

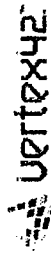
2/10/2014

Finish Date

4/24/2014

Days to Completion

53.00

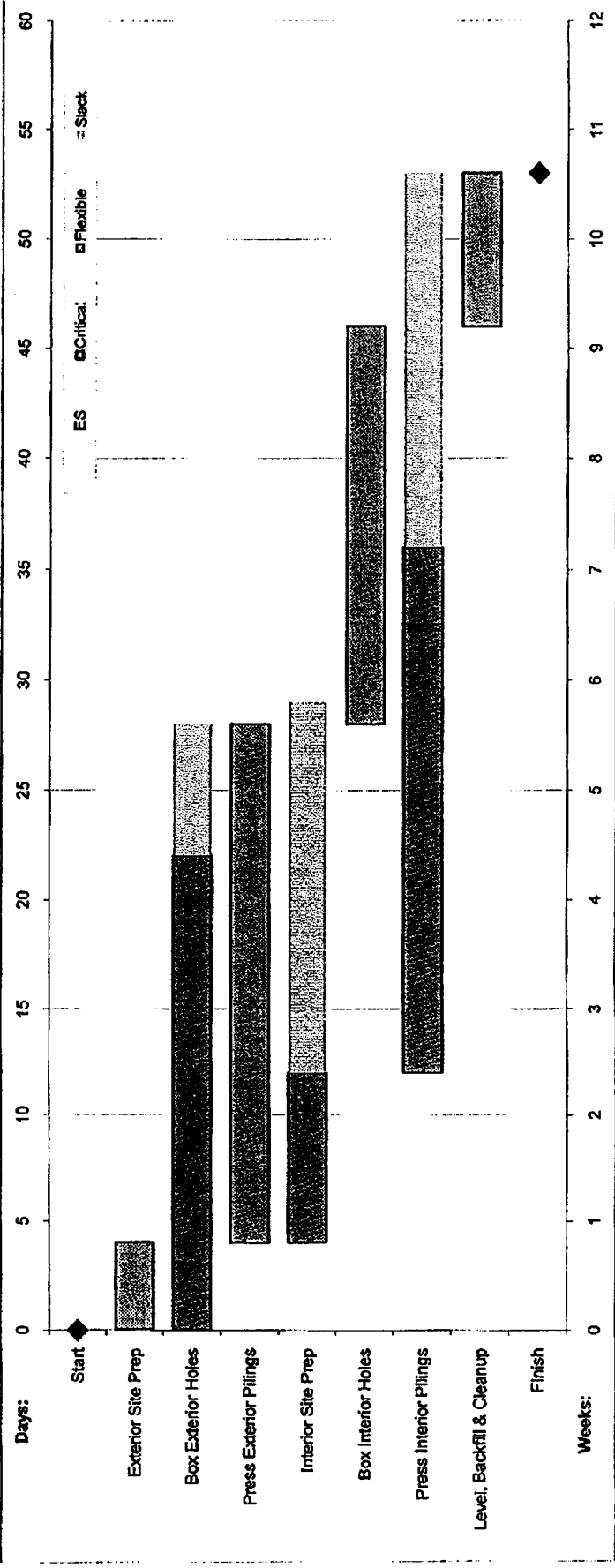


© 2010 Vertex42 LLC

## Times (in Days)

Time Distribution: Triangular

| ID | Task Name                 | Predecessors<br>(Enter one ID per cell) | O<br>(min) | M<br>(most likely) | P<br>(max) | Duration<br>(exp. time) | ES    | EF    | LS    | LF    | Slack |
|----|---------------------------|---|------------|--------------------|------------|-------------------------|-------|-------|-------|-------|-------|
| 10 | Start                     |   |            |                    |            | 0.00                    | 0.00  | 0.00  | 0.00  | 0.00  | 0.00  |
| 20 | Exterior Site Prep        | 10                                      | 2          | 4                  | 6          | 4.00                    | 0.00  | 4.00  | 0.00  | 4.00  | 0.00  |
| 30 | Box Exterior Holes        | 10                                      | 18         | 22                 | 26         | 22.00                   | 0.00  | 22.00 | 6.00  | 28.00 | 6.00  |
| 40 | Press Exterior Pilings    | 20                                      | 20         | 24                 | 28         | 24.00                   | 4.00  | 28.00 | 4.00  | 28.00 | 0.00  |
| 50 | Interior Site Prep        | 20                                      | 4          | 8                  | 12         | 8.00                    | 4.00  | 12.00 | 21.00 | 29.00 | 17.00 |
| 60 | Box Interior Holes        | 30 40                                   | 16         | 18                 | 20         | 18.00                   | 28.00 | 46.00 | 28.00 | 46.00 | 0.00  |
| 70 | Press Interior Pilings    | 50                                      | 20         | 24                 | 28         | 24.00                   | 12.00 | 36.00 | 29.00 | 53.00 | 17.00 |
| 80 | Level, Backfill & Cleanup | 60                                      | 5          | 7                  | 9          | 7.00                    | 46.00 | 53.00 | 46.00 | 53.00 | 0.00  |
| 90 | Finish                    | 70 80                                   |            |                    |            | 0.00                    | 53.00 | 53.00 | 53.00 | 53.00 | 0.00  |



## PLASTICITY TEST REPORT

Report Number: 92131460.0001  
Service Date: 10/28/13  
Report Date: 10/28/13

# Terracon

11555 Clay Road Suite 100  
Houston, TX 77043  
713-690-8989 Reg No: F-3272

### Client

Atlas Foundation Repair  
Attn: Johnny Green  
8945 Solon Rd  
Houston, TX 77064

### Project

Atlas Foundation Repair  
Various Locations  
Houston, TX

Project Number 92131460

### Material Information

Source of Material: Onsite  
Proposed Use: \*\*  
Soil Description: Gray Fat Clay  
  
Classification:

### Sample Information

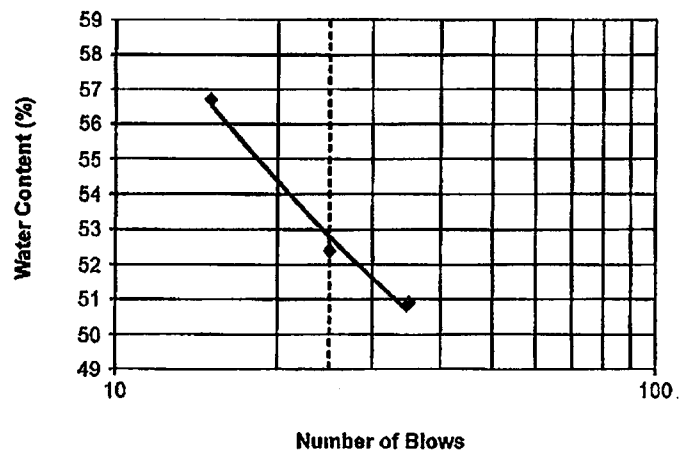
Sample Location: 1330 Band Road Rosenberg, Texas 77471  
  
Sampled By: Client  
Sample Date: 10/21/13

### Laboratory Test Data

|                      | Result | Requirements |
|----------------------|--------|--------------|
| Liquid Limit:        | 53     |              |
| Plastic Limit:       | 17     |              |
| Plasticity Index:    | 36     |              |
| In-Place Moist. (%): | 16.1   |              |

Liquid Limit Method: Method A  
Sample Preparation: Wet

### Liquid Limit Determination



Comments: \*\*This information was not provided to Terracon.

Services: Contractor delivered sample of proposed select fill to laboratory for Plasticity Index testing.

Terracon Rep.: Client

Reported To:

Contractor:

Report Distribution:

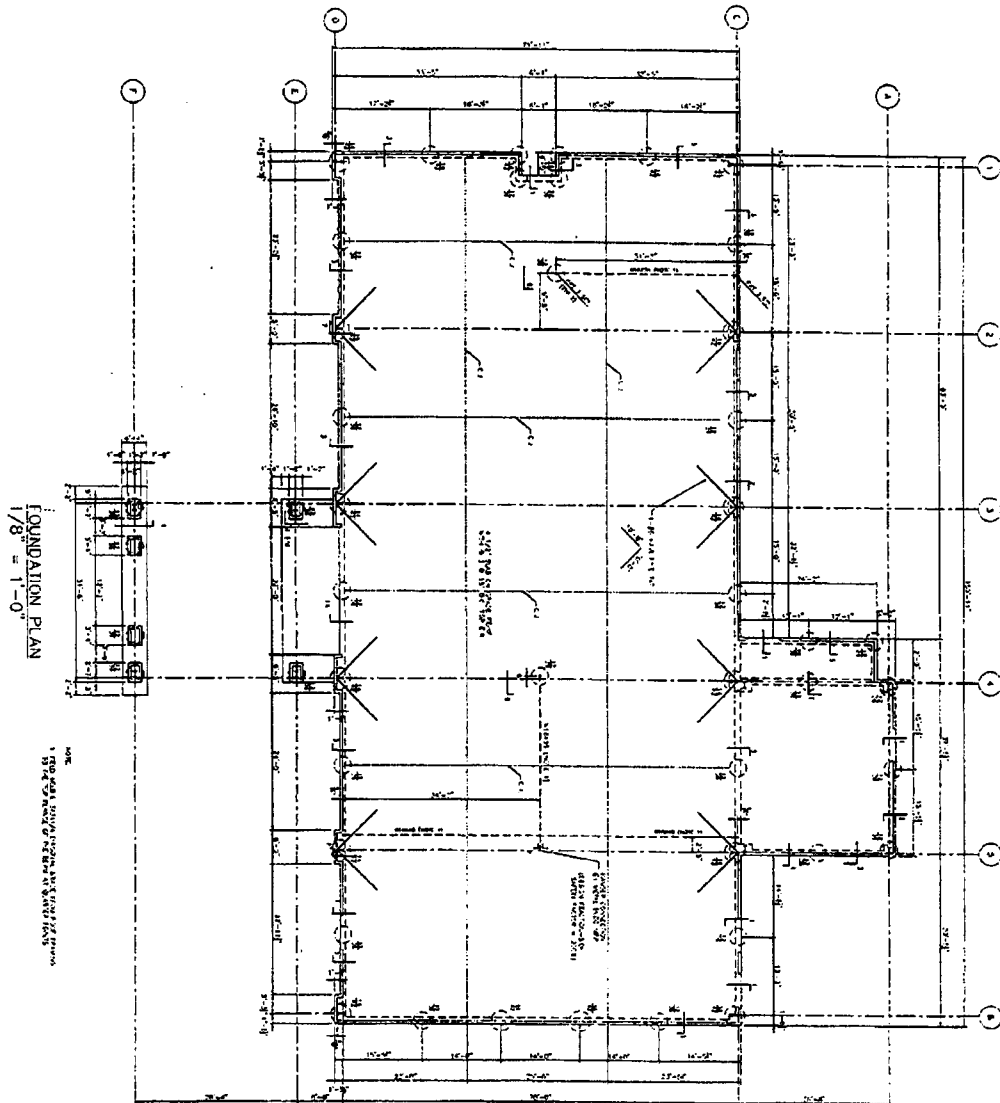
(1) Atlas Foundation Repair,  
jgreen@atlasfoundation.net

Reviewed By:

John R. Mills  
Project Manager

Test Methods: ASTM D2216, ASTM D4318

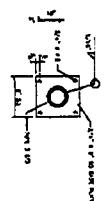
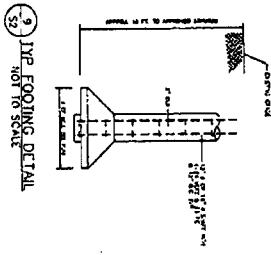
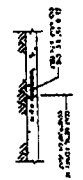
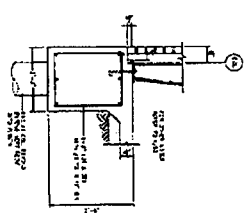
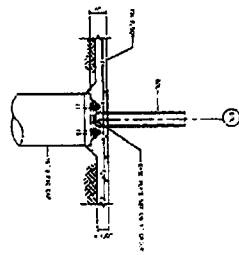
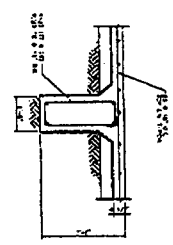
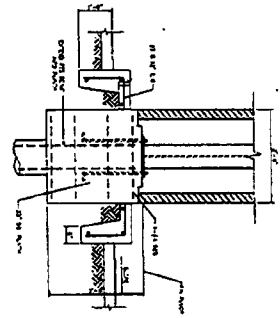
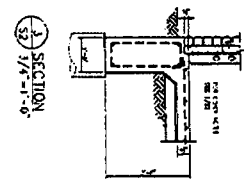
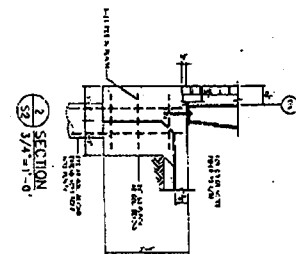
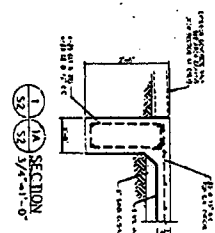
The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

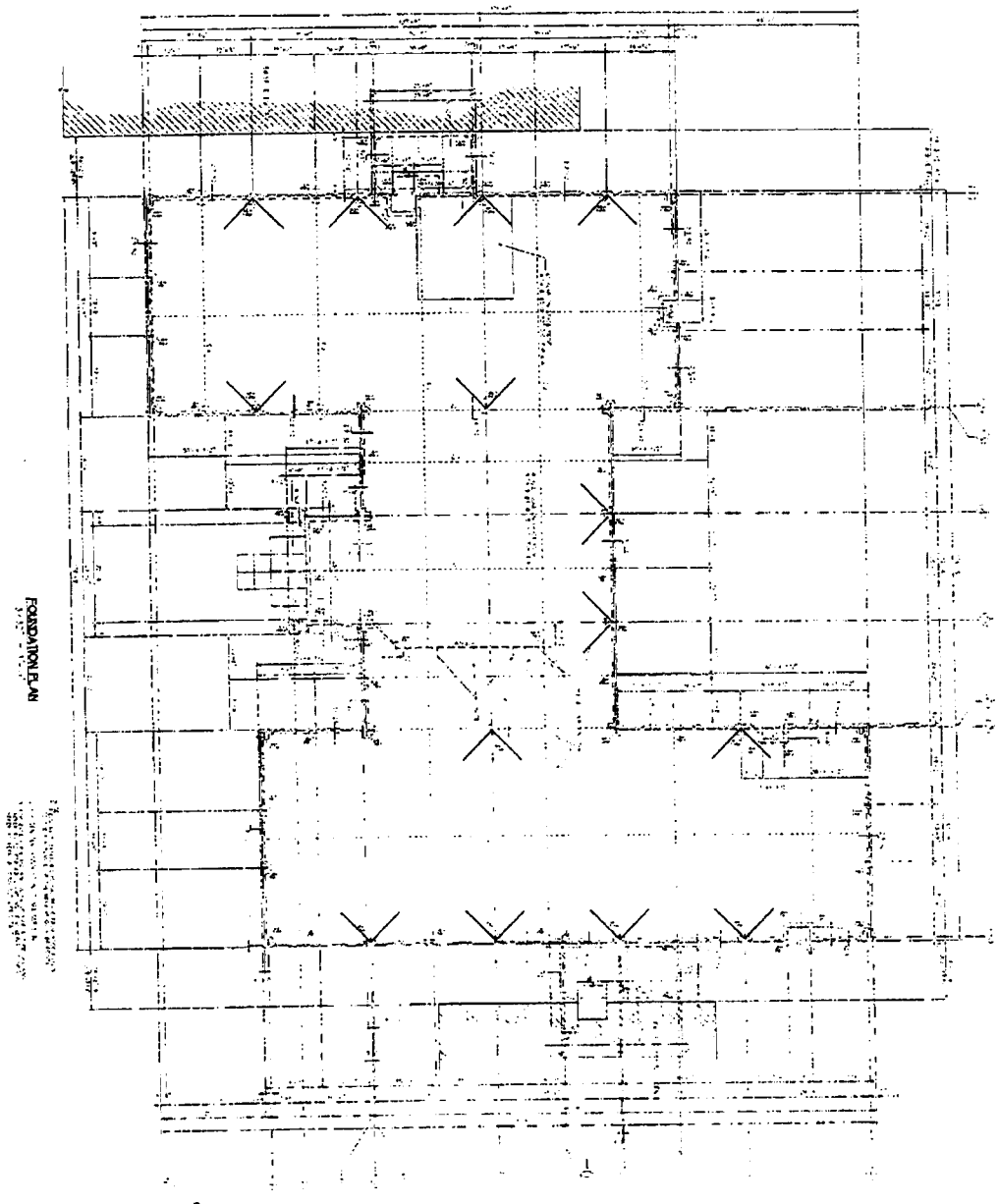


FOUNDATION PLAN  
1/8" = 1'-0"

NOTE:  
1. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI 318 BUILDING CODE.

|                    |                 |  |  |  |  |
|--------------------|-----------------|--|--|--|--|
| SHEET<br><b>S1</b> | DATE<br>11/7/91 |  | <b>FORT BEND COUNTY PRECINCT 1<br/>COMMUNITY CENTER</b><br>ROSENBERG TEXAS |  |  |
|--------------------|-----------------|--|--|--|--|

[illegible]



51

**AGRICULTURAL CENTER**

**FORT BEND COUNTY**

SAND ROAD FORT BEND, TEXAS

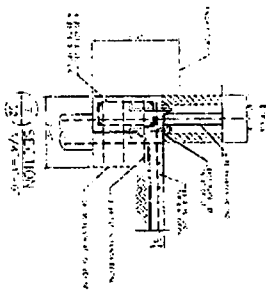
Seal & Number Act. Engineer

1981 Austin Refused 7/21/81

8/10/81



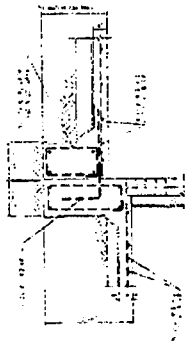




SECTION 1  
DETAIL OF FOUNDATION WALL



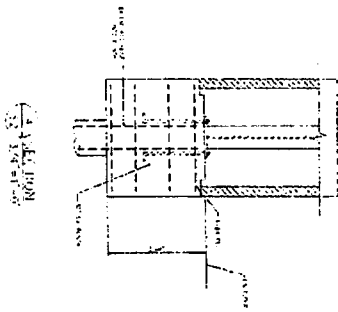
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DETAIL OF FOUNDATION WALL



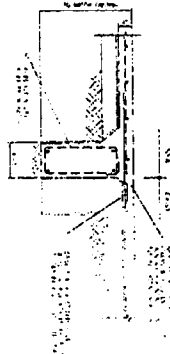
SECTION 3  
DETAIL OF FOUNDATION WALL



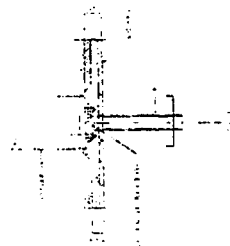
SECTION 4  
DETAIL OF FOUNDATION WALL



SECTION 6  
DETAIL OF FOUNDATION WALL



SECTION 7  
DETAIL OF FOUNDATION WALL

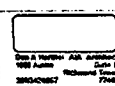


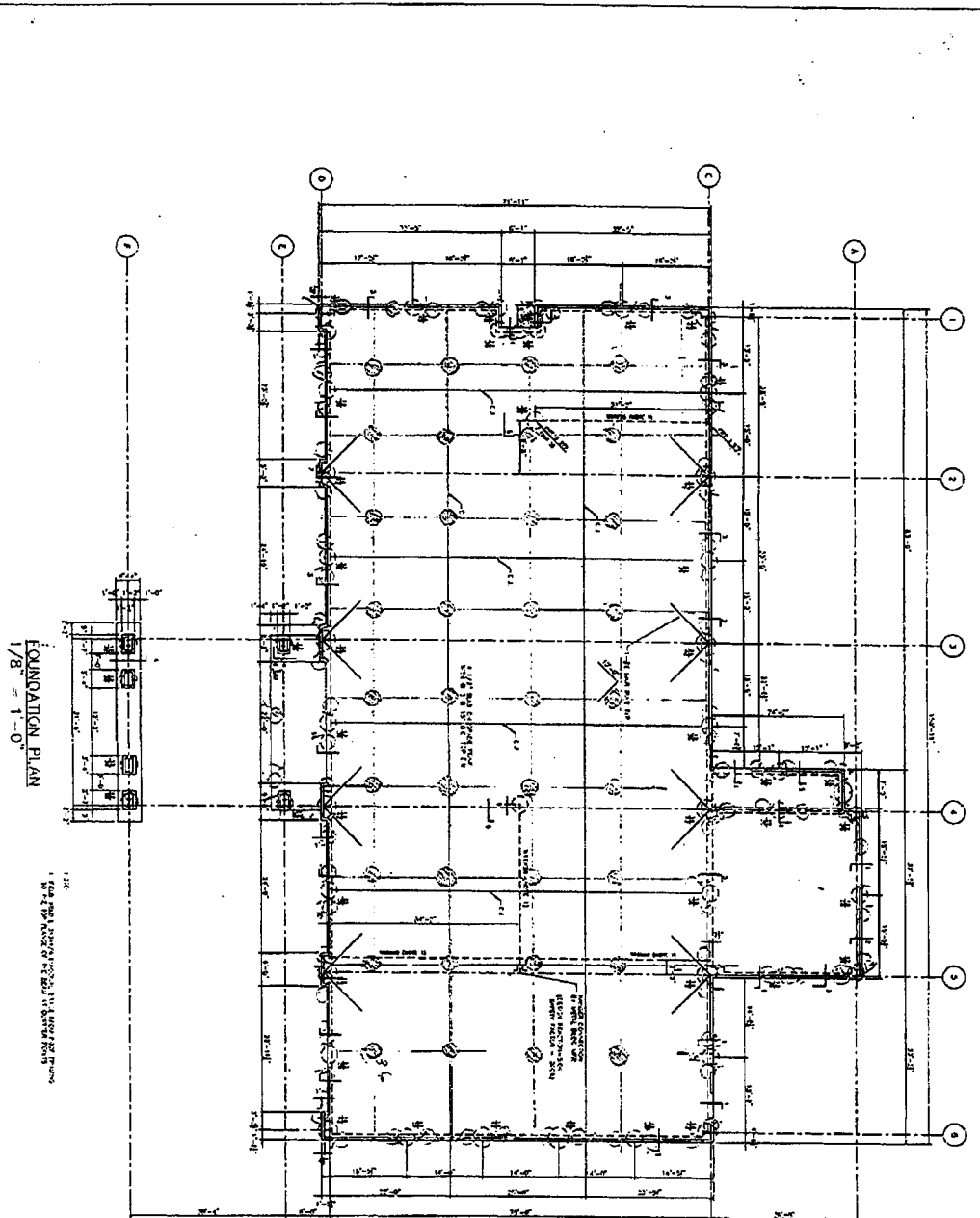
SECTION 8  
DETAIL OF FOUNDATION WALL



GENERAL NOTES

1. FOUNDATION WALLS SHALL BE CONCRETE ON GRAVEL FILL.
2. FOUNDATION WALLS SHALL BE REINFORCED WITH #4 BARS.
3. FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" PLASTER AND PAINT.
4. FOUNDATION WALLS SHALL BE DRAINAGE DITCHES.
5. FOUNDATION WALLS SHALL BE DRAINAGE DITCHES.
6. FOUNDATION WALLS SHALL BE DRAINAGE DITCHES.
7. FOUNDATION WALLS SHALL BE DRAINAGE DITCHES.
8. FOUNDATION WALLS SHALL BE DRAINAGE DITCHES.



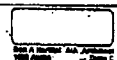


SHEET  
S1  
DATE  
11/29/12



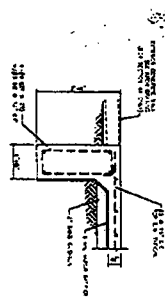
DESIGNED BY  
CHECKED BY  
DATE

FORT BEND COUNTY PRECINCT 1  
COMMUNITY CENTER  
ROSENBERG TEXAS

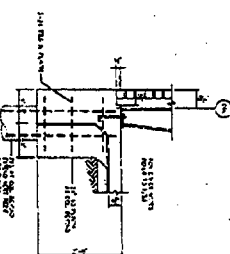


# LEGEND

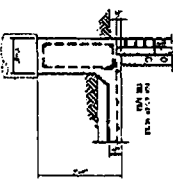
THESE DRAWINGS AND ALL INFORMATION HEREIN ARE THE PROPERTY OF THE FORT BEND COUNTY COMMUNITY CENTER, ROSENBERG, TEXAS. NO PART OF THESE DRAWINGS OR INFORMATION HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE FORT BEND COUNTY COMMUNITY CENTER, ROSENBERG, TEXAS. THE FORT BEND COUNTY COMMUNITY CENTER, ROSENBERG, TEXAS, SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE FORT BEND COUNTY COMMUNITY CENTER, ROSENBERG, TEXAS, SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



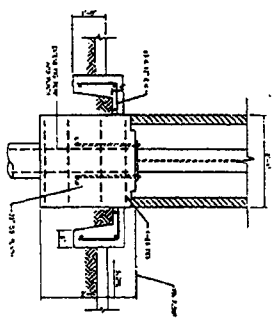
1 SECTION  
3/4\"/>



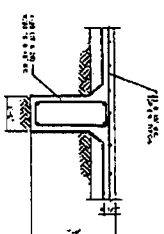
2 SECTION  
3/4\"/>



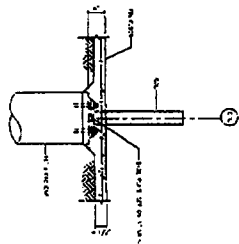
3 SECTION  
3/4\"/>



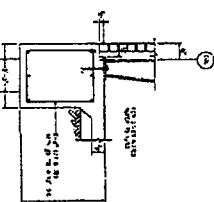
4 SECTION  
3/4\"/>



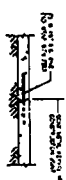
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3/4\"/>



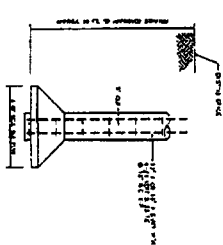
6 SECTION  
3/4\"/>



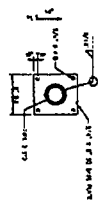
7 SECTION  
3/4\"/>



8 CONSTRUCTION JOINT DETAIL  
3/4\"/>



9 TYP. FOOTING DETAIL  
NOT TO SCALE



10 BASE PLATE DETAIL  
3/4\"/>

FORT BEND COUNTY PRECINCT 1  
COMMUNITY CENTER  
ROSENBERG TEXAS



SHEET  
S2  
DATE  
1/1/1978

## PLASTICITY TEST REPORT

Report Number: 92131460.0001  
Service Date: 10/28/13  
Report Date: 10/28/13

**Terracon**  
11555 Clay Road Suite 100  
Houston, TX 77043  
713-690-8989 Reg No: F-3272

### Client

Atlas Foundation Repair  
Attn: Johnny Green  
8945 Solon Rd  
Houston, TX 77064

### Project

Atlas Foundation Repair  
Various Locations  
Houston, TX

Project Number 92131460

### Material Information

Source of Material: Onsite  
Proposed Use: \*\*  
Soil Description: Gray Fat Clay

Classification:

### Sample Information

Sample Location: 1330 Band Road Rosenberg, Texas 77471

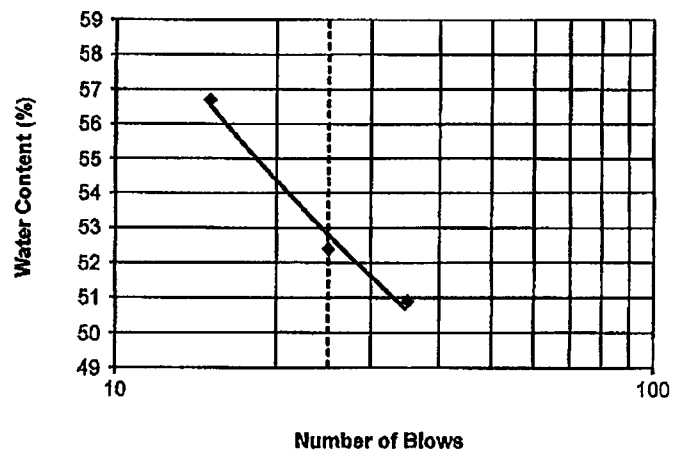
Sampled By: Client  
Sample Date: 10/21/13

### Laboratory Test Data

|                      | Result | Requirements |
|----------------------|--------|--------------|
| Liquid Limit:        | 53     |              |
| Plastic Limit:       | 17     |              |
| Plasticity Index:    | 36     |              |
| In-Place Moist. (%): | 16.1   |              |

Liquid Limit Method: Method A  
Sample Preparation: Wet

Liquid Limit Determination



Comments: \*\*This information was not provided to Terracon.

Services: Contractor delivered sample of proposed select fill to laboratory for Plasticity Index testing.

Terracon Rep.: Client

Reported To:

Contractor:

Report Distribution:

(1) Atlas Foundation Repair,  
jgreen@atlasfoundation.net

Reviewed By:

John R. Mills  
Project Manager

Test Methods: ASTM D2216, ASTM D4318

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.



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

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

|  |   |  |
|--|---|--|
| Federal ID # or S.S #  | Dun and Bradstreet # 038836078  |  |
| Type of Business   | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual<br><input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization  |  |
| Legal Company Name   | Atlas-Gulf Coast, Inc. dba Atlas Foundation Repair Year Business was Established 1977   |  |
| Remittance Address   | 8945 Solon Road   |  |
| City/State/Zip   | Houston, TX 77064   |  |
| Physical Address   | 8945 Solon Road   |  |
| City/State/Zip   | Houston, TX 77064   |  |
| County   | <input type="checkbox"/> Fort Bend County <input type="checkbox"/> Other: Harris County   |  |
| Phone/Fax Number   | Phone: 713.641.4844 Fax: 713.928.5221   |  |
| Contact Person   | Phil Pieri  |  |
| E-mail   | ppieri@atlasfoundation.net  |  |
| Special Notes  |   |  |
| The Company listed above is a (check all that apply and attached certificate). | <input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____<br><input type="checkbox"/> SBE-Small Business Enterprise Certification # _____<br><input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____<br><input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____<br><input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____ |  |
| Company's gross annual receipts:   | <input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999<br><input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000   |  |
| NAICs codes (Please enter all that apply).                                     | 238140, 238110, 238910  |  |

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

# EXHIBIT B

**PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX130089 09/20/2013 TX89

Superseded General Decision Number: TX20120089

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                   | 01/04/2013       |
| 1                   | 03/29/2013       |
| 2                   | 04/12/2013       |
| 3                   | 05/17/2013       |
| 4                   | 07/26/2013       |
| 5                   | 09/20/2013       |

\* ASBE0022-002 06/01/2012

|  | Rates    | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/INSULATOR<br>(Including application of all insulating materials,<br>protective coverings, coatings and finishing to all<br>type of mechanical systems)     | \$ 20.41 | 9.55    |
| BOIL0074-002 01/01/2013<br>BOILERMAKER   | \$ 22.71 | 20.63   |
| CARP0551-003 04/01/2013<br>Carpenter (Acoustical Ceiling Work Only)  | \$ 21.23 | 7.87    |
| ELEC0716-004 08/29/2011<br>ELECTRICIAN (Including Pulling Wire, and Low Voltage<br>Wiring and Installation of Fire Alarms, Security Systems,<br>Telephones, and Computers) | \$ 27.65 | 7.70    |
| ELEV0031-001 01/01/2013<br>ELEVATOR MECHANIC   | \$37.545 | 25.185  |

**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**

**PLASTERER**

|                  |          |      |
|------------------|----------|------|
| Galveston County | \$ 20.15 | 3.20 |
|------------------|----------|------|

**PLUM0068-005 10/01/2012**

|                                |          |      |
|--------------------------------|----------|------|
| Plumbers (Excluding HVAC Pipe) | \$ 30.29 | 9.50 |
|--------------------------------|----------|------|

**PLUM0211-007 10/01/2012**

|                                   |          |       |
|-----------------------------------|----------|-------|
| Pipefitters (Excluding HVAC Pipe) | \$ 29.63 | 10.16 |
|-----------------------------------|----------|-------|

**SFTX0669-001 07/01/2013**

|                                    |          |       |
|------------------------------------|----------|-------|
| SPRINKLER FITTER (Fire Sprinklers) | \$ 26.36 | 16.62 |
|------------------------------------|----------|-------|

**SHEE0054-005 07/01/2011**

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

**SUTX2005-014 04/28/2005**

|   |          |      |
|---|----------|------|
| 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 |
| 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.

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 rates.

0000/9999: weighted union wage rates will be published annually each January.

#### 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 majority 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.

# EXHIBIT B



8945 Solon Road, Houston, TX 77064  
T - 713.641.4844; F-713.928.5221 Fax

To: Scott Hagan  
Re: Foundation Repair for Bud O'Shields and Extension Office  
Date: 10-Feb-14

**Request for Change Order**

Atlas Foundation Repair would like to submit a change order request, in the amount of \$7,000, to allow for additional excavation to level both buildings. This will be in lieu of accessing the top side of slab. Excavating the tunnels will prevent any removing of furniture, files, or floor covering. All excavations will be made from exterior of building and will have several access points on the perimeter. All excavated soils will be backfilled and tamped, and access points will be fortified to prevent future settling. The original scope of work will be completed as estimated.

Ken Edwards

A handwritten signature in black ink, appearing to read "Ken Edwards", written in a cursive style.

Project Manager  
713-366-2899