

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR ROOF REPLACEMENT
PURSUANT TO RFP 15-084**

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 Marton Roofing Industries, Ltd. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide roof replacement on the West Tower of the county jail (hereinafter "Services") pursuant to RFP 15-084; 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

Section 1. Scope of Services

- A. Contractor shall render Services in accordance with Exhibit A to this Agreement, specifically Roof 6A and 6C as one project.
- B. 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.

Section 2. Personnel

- A. 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.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. 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 twenty-two thousand, three hundred and eighteen dollars and 00/100 (\$122,318.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. 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.
- C. 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.

Section 4. Limit of Appropriation

- A. 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 funds certified as available by the Fort Bend County Auditor as of the date this Agreement is executed, specifically allocated to fully discharge any and all liabilities County may incur.
- B. 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 twenty-two thousand, three hundred and eighteen dollars and 00/100 (\$122,318.00).

Section 5. 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 twenty three (23) calendar 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.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. 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;
 - b. 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.
 - 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 7A above.

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

- A. 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:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Builders Risk Insurance: Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be

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

- D. 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.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Performance and Payment Bond

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

Section 12. Indemnity

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.

Section 13. Confidential and Proprietary Information

- A. 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.

- B. 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.
- C. 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.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, 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.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

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

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Facilities Director
301 Jackson Street, Suite 301,
Richmond, TX 77469

Contractor: Marton Roofing Industries, Ltd.
ATTN: Seth Jenkins
5207 Ashbrook
Houston, TX 77081

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

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.

Section 17. Performance Warranty

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

Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

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

Section 20. Successors and Assigns

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

Section 21. Third Party Beneficiaries

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

Section 22. Severability

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

Section 23. Publicity

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

Section 24. Captions


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

Section 25. Conflict


In the event there is a conflict between this Agreement and the attached 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 ____ day of _____, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

MARTON ROOFING INDUSTRIES, LTD.


Authorized Agent- Signature
Seth Jenkins
Authorized Agent- Printed Name

ATTEST:


Laura Richard, County Clerk

Project Manager
Title

21 August 2015
Date

APPROVED:


James D. Knight, Facilities Management/Planning Director



MTR/I/AGREEMENTS/2015/PURCHASING/RFP15-084 8.14.15

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 122,318.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A
Scope of Service



*Houston
Business Roundtable
Winner for
Outstanding
Safety Performance
In the Category of
Commercial/
Public Works*

•
5207 ASHBROOK
HOUSTON
TEXAS 77081
PH: 713 664-7000
FAX: 713 664-0100

•
HOUSTON

•
PUERTO RICO

Fort Bend County RFP 15-084

Roof Replacement on West Tower of Fort Bend County Jail

Fort Bend County Specification Download Acknowledgment



*Request for Proposals
Roof Replacement on West Tower of County Jail
for Fort Bend County
RFP 15-084*

RESPONDENTS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Respondents Responsibilities:

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

Marton Roofing Industries, LTD.

Legal Name of Responding Company

Seth Jenkins

Contact Person

5207 Ashbrook Houston, TX 77081

Complete Mailing Address

713-664-7000

Telephone Number

713-664-0100

Facsimile Number

seth@mritexas.com

Email Address

Signature

Date

7/22/15

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1365
DESTINATION TEL # 2813418645
DESTINATION ID
ST. TIME 07/09 11:45
TIME USE 00'19
PAGES SENT 1
RESULT OK

Letter of Transmittal

Fort Bend County Specification Download Acknowledgment



Request for Proposals Roof Replacement on West Tower of County Jail for Fort Bend County RFP 15-084

RESPONDENTS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

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

Marton Roofing Industries
Legal Name of Responding Company

Seth Jenkins
Contact Person

5707 Ochbrook Dr. Houston Tx 77021



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TEXAS 77081
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HOUSTON

PUERTO RICO

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FAX: 713 664-0100

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Executive Summary

Marton Roofing Industries, Ltd.

Contacts to know:

Efrain Nunez
Project Superintendent
efrain@mritexas.com
Office: (713)664-7000 x310

Seth Jenkins
Project Manager
seth@mritexas.com
Office (713)664-7000 x339

Joseph Morgan
Vice President
joe@mritexas.com
Office (713)664-7000 x337

MRI's proposal will cover the removing of the current roof system on Roof's 6A and 6C, and will include the materials and installation of a new roof system with a 2 year workmanship warranty and a 20 year manufacturer's warranty on the West Tower of the Fort Bend County Jail.



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FAX: 713 664-0100



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Pricing

Fort Bend County Jail

In response to your request M.R.I. is submitting the following for your approval we propose to furnish the necessary labor, materials, insurance and equipment to perform the work outlined below:

We propose to:

1. Remove existing roof system down to smooth roof deck.
2. Install new SBS Modified Bitumen roof system.
3. Install 3.3" Rigid Insulation to bring roof up to code.
4. Install new drain scuppers.
5. Remove old counter flashings and copings.
6. Install all roof related metal flashing and coping required for a watertight roof system.
7. **Excludes:** Vents, canopies, standing seam metal, wood blocking or decorative metal or awnings. Additional drains, pipes and supports to be provided and installed by others.
8. All work includes a two-year workmanship warranty and a 20 year manufactures warranty.
9. Price includes stair towers and debris chutes and crane rental.
10. P&P Bonds are included.

Roof 6A Cost.....\$92,545.00

Roof 6C Cost.....\$36,503.00

Roof 6A and 6C Cost as one project.....\$122,318.00

If you have any questions or if I can be of further assistance please feel free to contact me.

Sincerely,

Seth Jenkins
 Estimator/Project Manager
 O: 713-664-7000
 C: 832-775-2711
 F: 713-664-0100
seth@mritexas.com

Accepted By: _____
 Date: _____



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Scope of Work

1. Remove and dispose of existing roof system and spud down to smooth roof deck.
2. Install new SBS Modified Bitumen roof system torch applied to field and walls.
3. Install new 3.3" Rigid Insulation to bring roof to code.
4. Install new drain scuppers.
5. Remove old sheet metal counter flashings and copings.
6. Install all roof related metal flashing and coping required for a watertight roof system.
7. Scope includes stair tower and debris chute.

We will spud down the existing roof to the concrete roof deck. The debris will be sent down the debris chute into our dumpsters on the ground. The roof deck will then be swept clean and we will install 3.3" of Rigid Insulation to keep us within code. We will then cover with a built up SBS Modified Bitumen torch applied roof system by Siplast. All current sheet metal flashings and trims will be removed and replaced with new sheet metal. We will also replace the current drain scuppers on the roof. This roof will come with a 2 year workmanship warranty from MRI. As well as a 20 year warranty from Siplast.

We will coordinate with facility management on where the best and most efficient staging areas will be for the materials as well as our equipment. Once we have gotten permission and discussed all details with the maintenance and facility staff, we will then begin our work. We will also be working with the County Purchasing Office in order to follow the approved timeline.



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Firm's Experience

Matagorda County Jail

2323 Ave East
Bay City, Texas
Contact: Russel McGowen (281)342-2022
Contract Amount: \$42,500.00
Date Completed: 8/17/2007

NASA Building 24

2101 NASA Parkway
Houston, Texas
Contact: Will Udick (713)984-4390
Contract Amount: \$11,235.00
Date Completed: 7/12/2014

Montgomery County Jail

1 Criminal Justice Drive
Conroe, Texas
Contact: Delvis Storey (281)705-0104
Contract Amount: \$20,300.00
Date Completed: 8/31/2007

USPS Guard

4600 Aldine Bender
Houston, Texas
Contact: Gary Johnson (281)985-4240
Contract Amount: \$14,287.00
Date Completed: 9/24/2006



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Staff Experience

Matagorda County Jail

2323 Ave East
Bay City, Texas
Contact: Russel McGowen (281)342-2022
Date Completed: 8/17/2007

NASA Building 24

2101 NASA Parkway
Houston, Texas
Contact: Will Udick (713)984-4390
Date Completed: 7/12/2014

Montgomery County Jail

1 Criminal Justice Drive
Conroe, Texas
Contact: Delvis Storey (281)705-0104
Date Completed: 8/31/2007

Efrain Nunez
Project Superintendent
(713) 664-7000
efrain@mritexas.com

Work Experience:
1988 – Present

Marton Roofing Industries, LTD. – Houston, TX
Roofing Superintendent

- ❖ Strong knowledge of Built-up, Modified Bitumen, and Single Ply roofing.
- ❖ Experience supervising large crews on re-roof and new construction projects (schools, hospitals, high-rises, government buildings, and warehouses).
- ❖ Thorough knowledge of installing the following roofing systems: Allied, Koppers, Johns Manville, Tamko, GAF, U.S. Intec, Siplast, Performance, Tremko, Garland, Soprema, Firestone, and Carlisle.

Seth Jenkins
Project Manager
(713) 664-7000
seth@mritexas.com

Work Experience:
2015 – Present

Marton Roofing Industries, LTD. – Houston, TX
Project Manager / Estimator

- ❖ Visits prospective roofing projects, reviews new construction bid documents, including project drawings, specifications, material/subcontract quotes to prepare cost estimates.
- ❖ Prepares accurate labor and material cost estimates, including building code compliance and manufacturers specifications for project warranties.
- ❖ Reviews contracts obtained to ensure compliance with proposals.
- ❖ Manages all phases of the project through completion.
- ❖ Strong management and estimating knowledge.

2014 – 2015

J Reynolds & Co. – Saginaw, TX
Project Manager/ Estimator

2008 – 2014

United States Army
Non-commissioned Officer

Education:

AS Construction Management – Ashworth College
BS Project Management – Colorado State University



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Project Schedule

July 23, 2015: Submit Proposal

Upon notice of contract approval: Coordinate logistics with facility management:

2 Days: Project Setup

14 Days: Remove old roof system and replace with new roof system

2 Days: Clean roof and remove all extra materials and tools

18 Days: Estimated project completion

ADD 5 days: In case of bad weather.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: Cindy Allen PHONE (A/C, No, Ext): 713 490-4600 E-MAIL ADDRESS: Cindy.Allen@usi.biz	FAX (A/C, No): 713-490-4700
	INSURER(S) AFFORDING COVERAGE	
INSURED Marton Roofing Industries Ltd. 5207 Ashbrook Drive Houston, TX 77081	INSURER A: Valley Forge Insurance Company	NAIC # 20508
	INSURER B: Continental Casualty Company	20443
	INSURER C: Tokio Marine Specialty Insuranc	23850
	INSURER D: Texas Mutual Insurance Company	22945
	INSURER E:	
	INSURER F:	

AS PER ORIGINAL

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				02/01/2015	02/01/2016	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$2,000,000	
						PRODUCTS - COMP/OP AGG	\$2,000,000	
							\$	
B	AUTOMOBILE LIABILITY				02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR			02/01/2015	02/01/2016	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						Excs Occ/Agg	\$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				02/01/2015	02/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
B	Contractor's Equip. (Owned)				02/01/2015	02/01/2016	\$1,406,480	
	Rented/Leased						\$250,000 Per Item	

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

(See Attached Descriptions)

CERTIFICATE HOLDER Fort Bend County Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Automobile and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract.

The General Liability, Automobile, Workers Compensation and Umbrella Liability include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability and Excess Liability policies follow form to the underlying General Liability, Automobile and Workers Compensation policies. The Umbrella Liability and Excess Liability coverage limits are in addition to those provided by the General Liability, Automobile and Workers Compensation policies.

Insurer C:

The Excess Liability policy provides \$5,000,000 limits excess of the Umbrella Liability limits of \$5,000,000.

Insurer B:

The crime policy has \$1,000,000 limit with a \$10,000 deductible.

RE: Roof Replacement on West Tower of County Jail for Fort Bend County.

Additional Insureds: Fort Bend County Travis Annex, and the members of Commissioners Court.

AS PER ORIGINAL



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 #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established <u>1976</u>	
Remittance Address	<u>Marton Roofing Industries, LTD.</u>	
City/State/Zip	<u>5207 Ashbrook Dr.</u>	
Physical Address	<u>Houston, TX 77081</u>	
City/State/Zip	<u>Same</u>	
County	<input type="checkbox"/> Fort Bend County <input type="checkbox"/> Other: <u>Harris</u>	
Phone/Fax Number	Phone: <u>713-664-7000</u>	Fax: <u>713-664-0100</u>
Contact Person	<u>Seth Jenkins</u>	
E-mail	<u>seth@mritexas.com</u>	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # <u>N/A</u> <input type="checkbox"/> SBE-Small Business Enterprise Certification # <u>N/A</u> <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # <u>N/A</u> <input type="checkbox"/> WBE-Women's Business Enterprise Certification # <u>N/A</u> <input type="checkbox"/> MBE-Minority Business Enterprise Certification # <u>N/A</u>	
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 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	<u>238160</u>	

AS PER ORIGINAL

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

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) MARTON ROOFING INDUSTRIES, LTD.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 5207 ASHBROOK	Requester's name and address (optional)
City, state, and ZIP code HOUSTON, TEXAS 77081	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number																
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>6/17/2015</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

AS PER ORIGINAL

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 76-0589883

Company Name submitting Bid/Proposal: Marton Roofing Industries, LTD.

Mailing Address: 5207 Ashbrook Houston, TX 77081

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

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

N/A

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

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
N/A	N/A

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

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

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

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

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

EXHIBIT B

Chapter 2258 of the Texas Government Code Requirements

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.

AS PER ORIGINAL

General Decision Number: TX150297 05/15/2015 TX297
 Superseded General Decision Number: TX20140297

State: Texas
 Construction Type: Building
 County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dhs.gov/whd/govcontracts.

AS PER ORIGINAL

Modification Number	Publication Date
0	01/02/2015
1	01/30/2015
2	03/06/2015
3	05/15/2015

ASBE0002-09 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe And Mechanical System Insulation)	\$ 20.75	9.85

BOIL0071-03 01/01/2014

BOILERMAKER * CARP 51-008 04/01/2015	\$ 23.14	21.55
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CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 22.50	8.33
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ELEC0716-05 08/29/2011

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 27.65	7.70
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ELEV000003 01/01/2015

ELEVATOR MECHANIC \$ 38.52 28.385

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.

ENGE000002 04/01/2014

POWER EQUIPMENT OPERATOR
Crawler \$ 34.85 9.85

IRON000002 06/15/2014

IRONWORKER (ORNAMENTAL AND STRUCTURAL) \$ 22.02 6.35

PLAS000004 01/01/2010

PLASTER \$ 19.42 1.00

PLUM000012 10/01/2013

PLUMBER (Excludes HVAC Pipe Installation) \$ 31.30 9.49

PLUM000010 10/01/2013

PIPEFITTER (Including HVAC Pipe Installation) \$ 29.39 10.31

SHEE000003 07/01/2014

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation) \$ 25.67 12.39

SUTX200023 07/21/2014

ACOUSTICAL CEILING MECHANIC \$ 16.41 3.98

BRICKLAYER \$ 19.86 0.00

CAULKER \$ 15.36 0.00

CEMENT MASON/CONCRETE FINISHER \$ 13.82 0.00

DRYWALL FINISHER/TAPER \$ 16.30 3.71

AS PER ORIGINAL

DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94

AS PER ORIGINAL

OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SKILLED METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SKILLED METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

AS PER ORIGINAL

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 5.103(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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A letter classification abbreviation identifier enclosed in dotted lines beginning with classification other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: S LA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 indicates the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for these classifications; however, 90% of the data reported for the classifications was union dominated. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

Average rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * No published wage determination
- * No underlying a wage determination
- * No Full Hour Division letter setting forth a position on a wage determination matter

AS PER ORIGINAL

* ...formance (additional classification and rate) ruling

O...vey related matters, initial contact, including requests for summaries of surveys, should be
w...e Wage and Hour Regional Office for the area in which the survey was conducted because
th... Regional Offices have responsibility for the Davis-Bacon survey program. If the response
fr...his initial contact is not satisfactory, then the process described in 2.) and 3.) should be
fo...ed.

W...egard to any other matter not yet ripe for the formal process described here, initial contact
sh...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. The answer to the question in 1.) is yes, then an interested party (those affected by the
a...can request review and reconsideration from the Wage and Hour Administrator (See 29
C...art 1.3 and 29 CFR Part 7). Write to:

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

T...quest should be accompanied by a full statement of the interested party's position and by
a...formation (wage payment data, project description, area practice material, etc.) that the
r...or considers relevant to the issue.

3. The decision of the Administrator is not favorable, an interested party may appeal directly to
th...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. ...decisions by the Administrative Review Board are final.

AS PER ORIGINAL