

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

**AGREEMENT FOR CONSTRUCTION OF THE NORTH LIBRARY IN PRECINCT 3  
 RFP 21-067**

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 Flintco, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor construct the North Library in Precinct 3 located in Richmond, Texas, (hereinafter "Services") pursuant to RFP 21-067; 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**

1.1 Contractor shall render Services to County as defined in Contractor's proposal dated May 26, 2021, and relevant portions of Contractor's response to County's Request for Proposals RFP 21-067, attached hereto as Exhibit A and incorporated herein for all purposes.

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.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

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

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is eleven million nine hundred eighty thousand dollars and no/100 (\$11,980,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation with written agreement executed by the parties.

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

3.3 Contractor shall submit all "Applications for Payment" (as herein defined) for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10<sup>th</sup>) day of each calendar month during the progress of the Services. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:

3.3.1 A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Contractor certifying that:

3.3.1.1 The proportionate part of the Services described in such Application for Payment has been performed;

3.3.1.2 Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;

3.3.1.3 There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;

3.3.1.4 All due and payable bills with respect to the Services have been paid to date or are included in the amount requested in the current Application for Payment, and

3.3.1.5 Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.

3.3.2 A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by Contractor with a statement certifying those matters set forth in clauses 3.3.1.1 through 3.3.1.5 of subparagraph 3.3.1 above, certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.

3.3.3 An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Services for which County or Contractor might be responsible or encumbered (less amounts withheld by Contractor) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in the Texas Property Code Section 53.085.

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

3.5 Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Contractor upon the date determined substantially completed. County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after the Project is accepted by the County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. County shall have received from Contractor a lien waiver or an affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of liens for labor or service performed or rendered and material supplied or furnished, in connection with the construction and installation of the Project), and with respect to this Agreement, Contractor shall have provided County the Final Certificate of Occupancy for the building.

3.6 Upon payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to Section 3.5, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

#### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of eleven million nine hundred eighty thousand dollars and no/100 (\$11,980,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed eleven million nine hundred eighty thousand dollars and no/100 (\$11,980,000.00).

**Section 5. Time of Performance**

5.1 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 three hundred fifty-five (355) 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.

5.2 If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

**Section 6. Modifications and Waivers**

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

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

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

**Section 7. Termination**

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

7.2 Termination for Default

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

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

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure

to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

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

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

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

#### **Section 8. Ownership and Reuse of Documents**

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

#### **Section 9. Inspection of Books and Records**

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

#### **Section 10. Insurance**

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

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

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

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

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

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

10.4 Builders Risk Insurance: Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and County for loss or damage occurring during the Work and shall name Contractor as the named insured and County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

#### **Section 11. Performance and Payment Bond**

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

## **Section 12. Indemnity**

**12.1 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.**

12.2 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.

12.3 Contractor's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

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

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

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

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

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

## **Section 13. Confidential and Proprietary Information**

13.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire

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

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

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

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

13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding

any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by 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.

**Section 14. Independent Contractor**

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

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

**Section 15. Notices**

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

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

County:	Fort Bend County Facilities Management and Planning Attn: Director 301 Jackson Street, Suite 301 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Flintco, LLC 2950 North Loop West, Suite 450 Houston, Texas 77092

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

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

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

#### **Section 16. Compliance with Laws**

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

#### **Section 17. Performance Warranty**

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

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

#### **Section 18. Assignment and Delegation**

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

18.2 Neither party may delegate any performance under this Agreement.

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

**Section 19. Applicable Law**

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

**Section 20. Successors and Assigns**

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

**Section 21. Third Party Beneficiaries**

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

**Section 22. Severability**

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

**Section 23. Publicity**

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

**Section 24. Captions**

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

**Section 25. Conflict**

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

**Section 26. Certain Federal Requirements for Contracts**

26.1 Contractor shall comply with all federal, state, county, and local laws concerning this type of service and the fulfillment of all Americans with Disabilities Act requirements.

26.2 Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that the County remains a drug-free workplace.

**Section 27. Certain State Law Requirements for Contracts**

27.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

27.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Section 28. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day signed by the last party.

FORT BEND COUNTY

FLINTCO, LLC

*KP George*  
KP George, County Judge  
County Judge KP George

*[Signature]*  
Authorized Agent – Signature

6.8.2021  
Date

JOEL LESTER VP/Area Manager  
Authorized Agent – Printed Name



ATTEST:  
*Laura Richard*  
Laura Richard, County Clerk

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

APPROVED:

*[Signature]*  
James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

*Marcus D. Spencer*  
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$11,980,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*[Signature]*  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



5/26/2021

To:  
James Knight  
Director of Facilities Management & Planning  
Fort Bend County  
301 Jackson Street, Suite 301  
Richmond, Texas 77469

RE: CSP RFP 21-067 Fort Bend County Precinct 3 North Library; Construction Proposal

Mr. Knight,

Pursuant to the County's May 11, 2021 order to enter into negotiations for the above captioned project we are very pleased to present this construction proposal for review and approval. As stated in our April 20, 2021 response to the RFP, this project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in constructing a new modern library for Fort Bend County.

After careful review of the issued bidding documents, Flintco solicited and received competitive subcontractor and material supplier proposals for the work indicated in the construction documents. Flintco then reviewed and tabulated each proposal to derive the Lump Sum Proposal. As such, we hereby propose our construction services to be Eleven Million Eight Hundred Eighty Thousand Dollars (\$11,880,000). Our services include: project general conditions, earthwork, field engineering, storm sewer, site utilities, landscaping/irrigation, concrete, masonry, structural steel fabrication/erection, aluminum composite paneling, masonry cladding, waterproofing, tpo roofing, millwork, countertops, doors/frames/hardware, curtainwall/glazing, framing, drywall, acoustical ceilings, flooring, painting, signage, toilet, specialties, plumbing, HVAC systems, electrical system, voice/data cabling, audio/visual system, video surveillance, access control, insurance, performance and payment bonds, and contractor fee. An estimate including owner contingency is attached.

Our proposed construction services correspond with the drawings and specifications issued March 15, 2021, Addendum #1 issued April 7, 2021, Addendum #2 issued April 13, 2021, and Addendum #3 issued April 15, 2021. This proposal considers a 355-calendar day construction schedule, starting with the letter issuance of the "Notice to Proceed" and receipt of the approved building permit.

We thank you for the opportunity to be of service for this project. We are ready to start construction activities immediately upon authorization.

Sincerely,

Joel Lester  
Vice President  
Flintco, LLC

Attachment: CSP RFP 21-067 Estimate SOV

Fort Bend County Precinct 3 North Library  
 CSP RFP 21-067  
 April 20, 2021



Division	Description	Proposal Amount
3	Concrete	\$1,043,241
4	Masonry	\$1,049,912
5	Metals	\$1,634,158
6	Wood, Plastics, Composites	\$267,450
7	Thermal & Moisture Protection	\$523,138
8	Openings	\$801,669
9	Finishes	\$1,026,593
10	Specialties	\$93,953
11	Equipment	\$12,075
12	Furnishings	\$150,442
14	Elevator	\$94,000
21	Fire Suppression	\$175,095
22	Plumbing	\$454,563
23	HVAC	\$1,095,955
26	Electrical	\$1,266,682
27	Communications	\$312,079
28	Security/Fire Alarm	\$58,126
31	Earthwork	\$238,244
32	Exterior Improvements	\$149,567
33	Site Utilities	\$241,155
Owner	Allowance - Addendum 1	\$35,000

Cost of Work Total	\$10,723,097
General Conditions, Bonds, Insurance, Fee	\$1,156,903
Contract Amount	\$11,880,000
Owner Contingency	\$100,000
<b>Total Project Amount</b>	<b>\$11,980,000</b>

# TAB 2 | Understanding Scope of Work

## Project Details

With the completion of this new Fort Bend library project, visitors will be welcomed under a canopy of live-oak trees to an oasis of knowledge and creativity for generations to come.

The project will encompass a structural steel 2-story building with metal panel and masonry cladding and a significant amount of glazed curtainwall and storefront. A TPO membrane roof system with internal roof drains completes the envelope. An egress staircase, secured outdoor reading area and color-changing lighting compose some of the building's prominent exterior elements.

With over 41,000 square feet of building space, the library provides a variety of spaces to support staff and serve patrons. The first-floor hosts offices, workroom, and breakroom for library staff as well as a circulation and reference desks overseeing juvenile, youth and children's reading areas. Book stacks, ample seating, and tables and connections for computers will support the various patrons. Separate restrooms for staff and patrons are provided as well as spaces for mechanical, electrical, fire and IT systems that will support the building. A grand, open interior staircase as well as an elevator will allow users convenient and enjoyable access to the second floor. The south and east elevations will provide significant natural lighting and an inviting water fountain and pond view. A meeting room and multipurpose room supported by kitchenette will be available to public use even when access to the library portion is closed off.

The second floor hosts computer, study, work, and meeting rooms as well as reading areas for adults. Like the first floor, book stacks, ample seating, tables and connections for computers will support the various patrons. Support rooms for mechanical, electrical, and IT systems reoccur as well as restrooms for patrons. Great open spaces overlooking the first floor at the central stairwell and the water view on the south and east elevations complement the space. A large outdoor reading area on epoxy-coated concrete floor secured by decorative metal screens provides an inviting space to read and relax. Safety egress for staff and patrons is provided by egress stairwells on either side of the building.

The 5-acre site includes over 180 tree-shaded parking spaces for visitors and staff. A decorative scored concrete and paver entry with plantings, lighted trees, shaded benches and a musical instrument plaza will welcome visitors as they enter the building. Visitors and staff will also be able to enjoy sitting on outdoor benches overlooking a lighted fountain in a pond landscaped with numerous trees and plantings. Back of house mechanical yard, trash and delivery areas are accessible but neatly out of the primary viewpoints leading to and from the library. The convenience of a drive-thru book drop is plus for patrons. All new electrical and water, sanitary, and storm utility services will be constructed to support the building and site.



## Project Approach: Collaboration, Scheduling, and Coordination

The approach that Flintco will take to the project's collaboration, scheduling and coordination can be summed up as early and often. Clear communication and prompt follow-up will drive our ability to maximize the value of these fundamentals throughout the project.

Starting with a kickoff meeting with the owner, architect and their consultants we will start with identifying what are the key concerns and/or focuses that each party has interest and how they prefer to share communications. Having this understanding will allow us to craft the best possible method of communication as well as providing us with information that we can share with our trade partners so that they too can understand key project interests as relate to their work scopes.

Part of the early collaboration will focus on how we can stream-line submittal and shop drawing submission and review to enable quick approvals so we may expedite procurement. Identifying what library and building maintenance staff will be part of owner trainings on products and systems will help in preparing for a smooth project turnover and close-out. Another aspect of collaboration that will drive project success is Flintco's rapport with our trade partners that will be constructing the project.

In addition to creating and maintaining a safe and productive work environment, Flintco and its trade partners will look ahead to discover, eliminate or mitigate issues that might cause project delay or additional cost. For example, using temporary water to test plumbing and fire protection systems if there happened to be a delay in achieving permanent water service. In circumstances where we cannot eliminate the issue, we will work with our trade partners to provide the design team and owner suggestions for the best practical solution to resolve the issue.

Flintco's approach to scheduling is to have a solid understanding of all the parts and pieces necessary for the completed project including owner furnished, owner installed items, such as the owner-provided reference and circulation desks. Having this understanding will allow us to schedule the correct sequence of submittals and subsequent procurement, especially long lead items. Because of the increased lead times with fabricated steel, especially joist and deck, we are committed to driving a partnership with our selected fabricator and the Huitt-Zollars team to expedite shop drawing creation and approvals to speed procurement. Making sure that materials and equipment are scheduled to arrive "just in time" will assist in maintaining schedule as well as help prevent damage and theft.



**Humble ISD Middle School No. 10 Steel Erection.**

Proper sequencing of activities will be important to helping our trade partners avoid unnecessary mobilizations and surprises including mitigating the potential for rework. While Flintco will drive the schedule milestones, our trade partner foreman will provide realistic weekly input on how they are to meet those milestones as well as share with us any constraints that need to be overcome in order to maintain schedule.

Being proactive with scheduling inspections and quickly resolving any issues whether they are generated from a testing lab inspection or a mockup review with the design team will be emphasized to drive project completion.

Hand in hand with efforts to collaborate and schedule, successful project completion will rely greatly on our ability to coordinate construction of the design and all the parts and pieces needed for the finished project. Expedited completion of submittals and shop drawings will be a big part of our coordination success. Making sure that, for example, our electrician has the approved millwork shop drawings early will enable them to better coordinate their device and fixture rough-ins.

Similarly, having approved submittals for any FF&E items that are being provided by the owner will be instrumental to making sure the space and any supporting elements are properly coordinated. For example, furniture, circulation and reference desks needing wired connections, overhead lighting and flooring coordination with shelving stacks need to be examined closely so it may be constructed correctly the first time.

Involving our mechanical, electrical, plumbing and fire protection trades together to plan our space utilization amongst their scopes and vis-à-vis structure is another key coordination point that will drive project success. Mockups, for example, envelope systems and finish elements will also be an important focus for us. Working out the details on a mockup in advance of putting permanent work in place will improve construction quality and productivity if we all understand and agree how it's to be constructed and what it should look like.

The project construction approach will start with mobilizing two entry/exit access points: one dedicated to construction of the building pad and foundation and the other to site utilities and paving construction. These separate access points will improve workflow by mitigating material and equipment bottlenecks. Spoils that are suitable from the building pad and foundation construction

will be relocated and reused to build up the site elevations which will reduce the amount of import-fill. Early coordination of electrical, water/wastewater, and communication utilities will be also be an early construction focus.

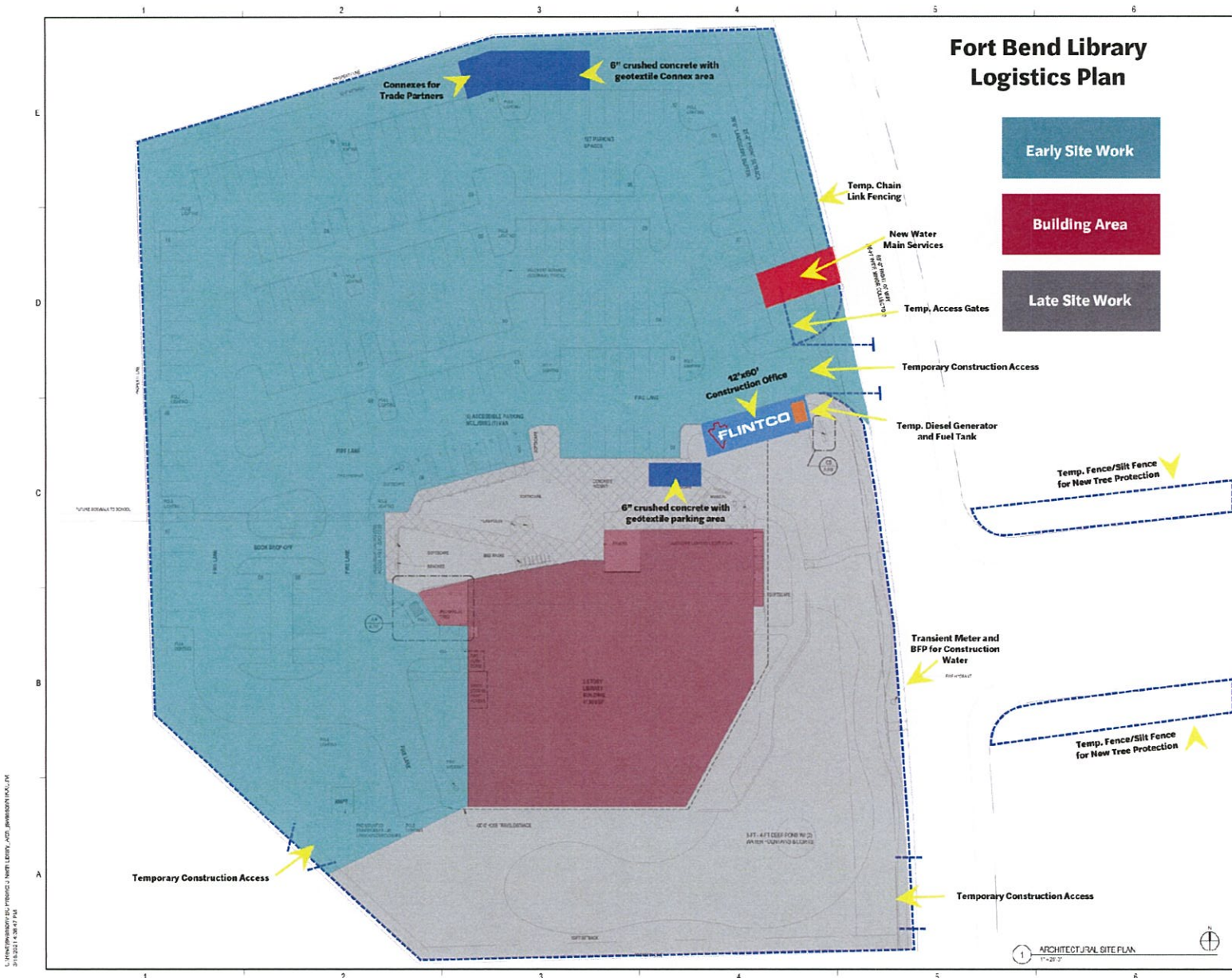
With the foundation finish the next big milestones will be steel erection and completing envelope-assemblies to dry-in the building. Steel erection will allow overhead MEP work and stud framing to begin while dry-in will not only provide ability install certain interior finishes, it will also free up the pond area for its excavation and construction.

Successful, early utility coordination and building dry-in will allow for early HVAC start-up which will be essential before installing the many decorative finishes requiring climate-control. As interior finishes progress on the building interior such as the wood-clad central staircase, remaining building exterior finishes like perforated screens and metal soffits will be completed.

Lastly, final interior specialties and site furnishings and landscaping will be completed. Flintco iterations of punching by each stage of construction will conclude before a final clean of building and site is completed in order to present the finished construction to the Owner and Design team.

In summary, Flintco looks forward to partnering with Fort Bend County, Huitt-Zollars and its consultants to construct this new library project. We believe that there a significant number of elements that make up this construction which require an attention for detail. We have this attention and believe that our stewardship of collaboration, schedule, and coordination will result in very successful library completion.

**Please see attached site logistics plan.**



## Schedule and Quality Approach

Our construction management philosophy is grounded in a partner-oriented team approach. Key personnel stay involved throughout the process to ensure seamless continuity from design through construction close-out. We believe a high performing team starts with shared experience, and the cohesiveness that derives from setting and achieving goals together, overcoming adversity through innovative, collaborative problem solving, and learning how to celebrate victories along the way. That's the life cycle of a successful construction project, and the formula Flintco brings to Fort Bend County and the North Library.

### Schedule

To assure timely completion, we start with a detailed project schedule developed during preconstruction with milestones and subsequent shorter duration detailed schedules. Flintco accounts for weather delays, and we track schedule progress through weekly and / or daily schedule updates. Should a subcontractor fall behind, it is immediately addressed with that company's key leaders. The Flintco team works with subcontractors to ensure accountability, and seeks to identify potential issues before they can disrupt the schedule. Expediting deliveries, working nights and weekends, additional crews, and shift work can all help regain lost schedule time.



Throughout the design and construction phases, we create and maintain reliable work flow through each milestone using Lean principles and the Last Planner® System (LPS).

Our project teams use LPS for production and schedule management to:

- Establish milestone schedules
- Develop phase plans that identify the ideal sequence of activities, milestone-to-milestone
- Produce look-ahead/make-ready schedules
- Gain commitments from the Last Planners at the weekly planning stage
- Conduct daily huddles to keep tasks on track for completion as committed

With Lean principles informing our daily approach to the design and construction schedule, our project teams have embraced a proactive mindset to anticipate challenges, and take corrective action before issues affect production, budget and the quality of your project. Weekly work planning is referred to as “commitment planning” because, at this stage, specific resource assignments are made so that work can begin unimpeded.



**Pull plan scheduling enhances collaboration, encourages reliable work flow, and solidifies commitments for task completion.**

Effective weekly work planning is the foundation upon which trust within the team is built. The Last Planner® System is an opposite way of thinking when compared to conventional ‘push’ scheduling, which emphasizes starting work versus getting work finished in sequence at a steady, dependable pace. In contrast, LPS uses ‘pull’ principles aimed at delivering reliable work flow from one trade to the next.

Last Planners communicate what they need with each hand off. The entire project team is engaged, working proactively to remove constraints so that work CAN and WILL be done as promised. We use scheduling software Primavera P6 to oversee each stage, meet milestones, and complete your project on time. Milestones are established during preconstruction with extensive input from stakeholders. Our intention is to provide project visibility to continuously improve work flow, reduce waste and increase efficiency. Commitments to the project schedule are tracked through a measuring process called PPC or Percent Planned Complete.

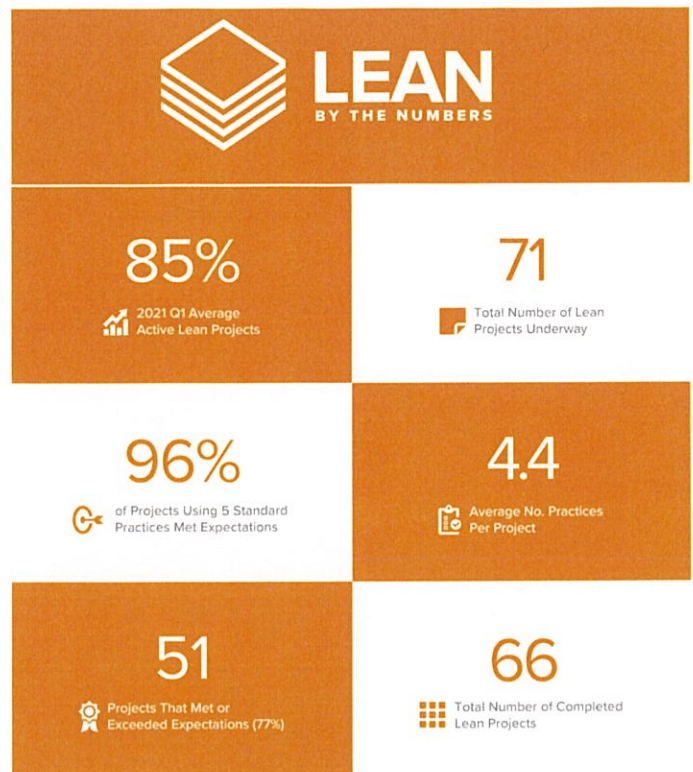
Following the PPC process helps us identify the areas, trades, materials, or equipment that need to improve. The process of measuring our commitments is completed weekly to allow sufficient time to react accordingly to maintain the project schedule. Without using these Lean scheduling techniques, the schedule is at greater risk of slipping.

**The Last Planner® approach:**

- Provides our teams more time to reflect on your project
- Creates space for input, which fosters collaboration
- Builds trust among the team, subcontractors and stakeholders
- Establishes a proactive mindset to problem solving
- Encourages stakeholder engagement

Flintco uses Lean tools throughout your entire project including BIM in both 3D and 4D to identify design and coordination conflicts before construction begins. We also model the sequence of work to eliminate wasteful site logistics and improve work flows.

By embracing Lean as a standard operating procedure, and by investing in training and continuing education, Flintco continues to add real value to our clients and partners in meeting expectations for schedule and budget certainty while delivering superior quality.



**LEAN EXAMPLE**

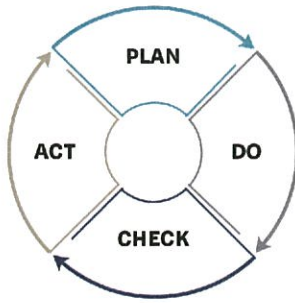
**Harris County Sheriff’s Office Annex Renovation**

At this project, the schedule was a critical driving factor. We described the ideal schedule as a twelve-month duration at bid time. It was settled that an 8-month duration was necessary. After many changes to the approach and over 2 and a half months added to the duration (making it now a 10.5 month-long project), we completed it in roughly 9.5 months. Delivering the project on time was made possible due to our Lean scheduling techniques. Planning our work backward starting at major milestones, we included those who installed the work to establish areas of opportunity to shorten the schedule by overlapping activities.

Holding regular “check-ups” to ensure that the schedule was being upheld enforced accountability for all parties involved. Through this approach utilizing Lean practices, Flintco was able to reduce the overall schedule from an initial 12 months down to 9.5 even while absorbing over 2.5 months of added changes.

## Quality

### CONTINUOUS IMPROVEMENT



Quality is an integral part of the life cycle of each construction project with Flintco. Our formalized Quality Assurance (QA) and Quality Control (QC) policies, standards and procedures, ensures the highest quality standards for our customers. It mandates that a project

specific QA plan is developed and executed on your project. Once the project's specific objectives are agreed upon, it becomes a collaborative team effort to see that a concise approach is laid out and documented for achieving the desired results.

Quality assurance begins in design. BIM | Navisworks is an important quality control tool that enables the team to detect and resolve clashes before they occur in the field. Because this is managed throughout the design process, we can be more effective in managing risk through trending the design to the project budget.

The following details our methods to ensure quality control during the construction phases of a project. From the field back to the office, we employ a workflow of digitally tracking and gathering QA/QC issues found in the field using BIM applications. Field team members gather information, note deficiencies and corrections, and log it into the system.

Project performance is available in real time and provides the team with a powerful quality control tool that identifies issues before the schedule is impacted. The information is integrated into the BIM model to collect data for commissioning and future facilities management. Our cloud server access allows the Fort Bend County and the project team to track progress, search the database and create custom reports.

Inspections, mock-ups and quality testing will be performed on a continuous basis to ensure conformance defined by the contract. We will also compare the work to mock-ups or systems established to indicate the level of quality expected. Rolling punch lists are created, photo documentation is linked, items to be corrected are assigned to subcontractors, and corrections are verified when completed.



Flintco created a brick mock up for the Prairie View A&M University Public Safety Building.

### Collaboration Approach

#### Approach and Methodology

Open communication between the team, owner, and architect, blends expertise and creates team alignment and together we resolve any issues early. Upon award, the project team begins working together to define goals, roles and responsibilities. Our early methodology accounts for safety, logistics, and site investigation, constructability reviews of the documents set and analysis of the budget and schedule.

Understanding that this project has 100% completion of construction documents, we will focus our response on interactions with the Owner and design team during construction phase.

## Early Work Site Utilization/Logistics

We begin by collaborating with Fort Bend County to identify the universal elements and known absolutes that will influence your project through the development and implementation of the Site Utilization/Logistics Plan we consider:

- Controls necessary to maintain safe access, parking and egress of vehicles.
- Clear and unimpeded access for emergency responders to the site.
- Creation of two site access points: one for site and one for building.
- Safety signage including emergency call numbers, muster point, etc.
- Early coordination of site utility services: electrical power, communications, water and sanitary sewer.

## Key elements with the potential to impact the North Library project:

- Site access: Road construction to site was scheduled, but not completed when site previously visited.
- Structural steel, joist and deck fabrication/delivery.
- Detention pond completion (offsite, by others).
- Permanent Power Coordination with CenterPoint.
- Water and Sanitary Connections (main lines currently pending construction by developer).

## Communications Plan

We collaborate with the end user and develop both an internal and external communications plan.

Internal communication considers the following:

- Protocols to address specific issues, upcoming planned work, and schedule updates
- Establish permanent points of contact for team members, third-parties, and authorities having jurisdiction
- Develop cloud based communication tools for immediate access and retrieval.

## Procore

Flintco uses Procore for document control, RFIs, drawing updates, field changes, and to communicate with trade partners when requesting pricing. Procore offers a broad suite of project management functions, available in real-time to owners, designers, consultants and trade partners. Project documentation is accessible from Procore through a secure, cloud-based application.

[Examples of procore on following page.](#)

**“The Flintco team partnered well with our facilities, maintenance, and construction project management representatives, the architects and their consultants, and most importantly with the Harris County Sheriffs Office, our end users. They did an excellent job of keeping the desired schedule and of supervising the work performed so we could maintain a safe and productive construction environment throughout. Obstacles that presented themselves during the course of the project were handled with professionalism, diligence, and haste.”**

— Rich Elwood  
Director of Construction Programs Harris County Engineering Department

FLINTCO | 19010 - Harris County - Sher... | Project Tools | RFIs | Favorites | Photos | Search | Select an App | JL

RFIs | Items | Recycle Bin | Export | Reports | Create

Search [x] Q Add Filter

Bulk Actions 1 99 of 99 Page: 1

	#	Subject	Status	Responsible Con...	Received From	Date Initiat...	RFI Manager	Assignees	Ball In Court
Edit View	98	Dedicated circuit for Security Pa...	Closed	KenMor Electric Com...	Mike Maes	11/20/19	Daniel Forster	Adam Davis	
Edit View	97	Frosted Film request by AFIS an...	Closed	Harris County	Casey Dubbelde	11/20/19	Daniel Forster	Adam Davis	
Edit View	96	AFMS types/locations	Closed	MLN Company	Tim Hunter	11/08/19	Daniel Forster	Adam Davis	
Edit View	95	GFCI receptacles/appliances	Closed	KenMor Electric Com...	Mike Maes	11/08/19	Daniel Forster	Adam Davis	
Edit View	94	Exterior Canopy	Closed			11/08/19	Daniel Forster	Adam Davis	
Edit View	93	Fire Alarm Panel	Closed			10/23/19	Daniel Forster	Adam Davis	
Edit View	92	Door Hardware Revisions	Closed	American Door Produ...	Albrecht Team	10/17/19	Daniel Forster	Adam Davis	
Edit View	91	Flagpole lights	Closed	KenMor Electric Com...	Mike Maes	10/17/19	Daniel Forster	Adam Davis	
Edit View	90	FD 2 Placement	Closed	Esbee Sign Systems	Dean Karimjee	10/17/19	Daniel Forster	Adam Davis	
Edit View	89	Door# 1122D	Closed	Kirksey Architecture ...	Megan Irvin	10/17/19	Daniel Forster	Adam Davis	
Edit View	88	Additional AFIS power conflicts	Closed	KenMor Electric Com...	Mike Maes	09/21/19	Daniel Forster	Thomas Willows Mike Maes	

FLINTCO | 19010 - Harris County - Sher... | Project Tools | Submittals | Favorites | Photos | Search | Select an App | JL

Submittals | Items | Packages | Specs Sections | Ball In Court | Recycle Bin | Export | Reports | Create

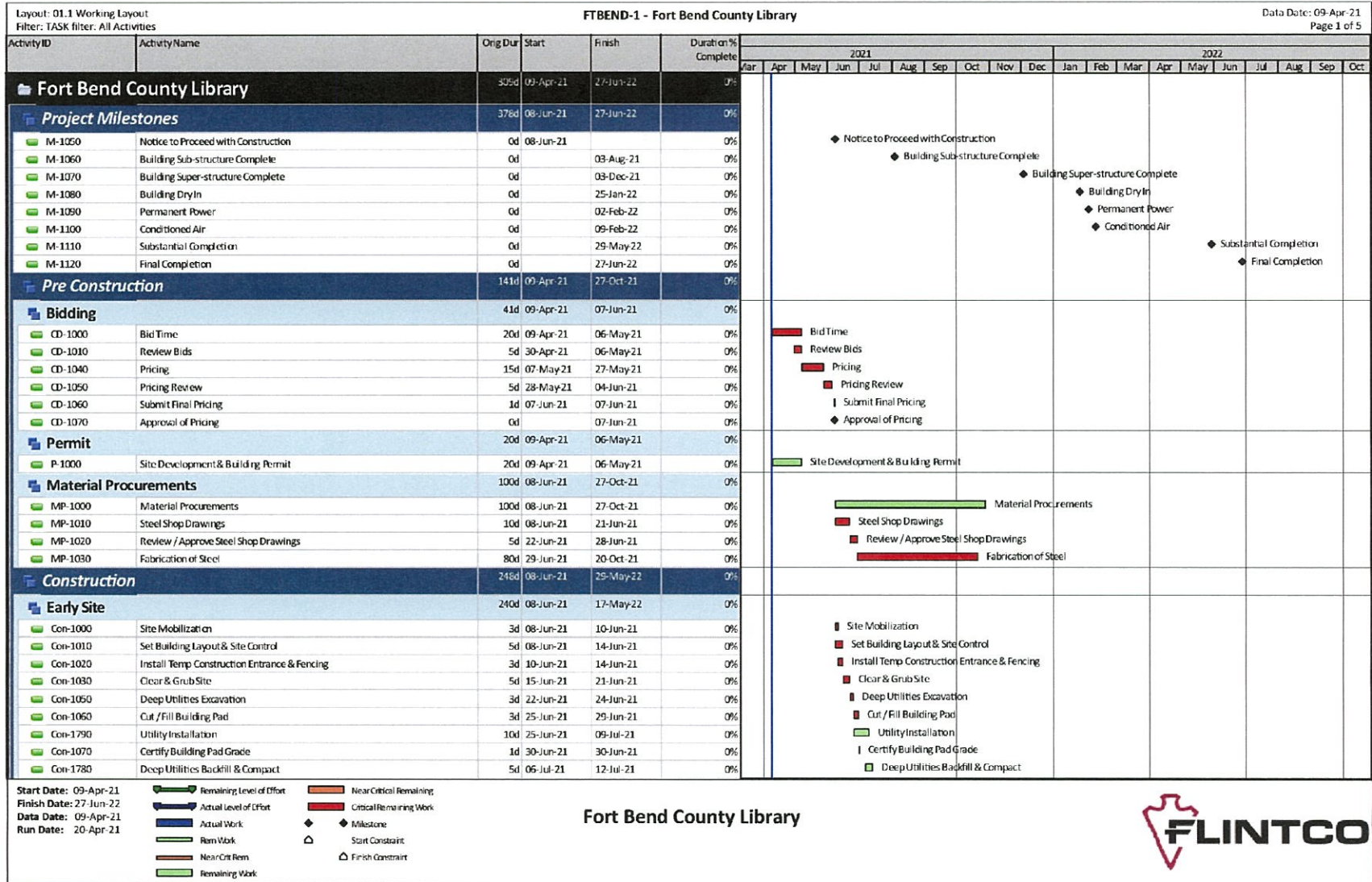
Search Add Filter

Bulk Actions 1 138 of 138 Page: 1

	Spec S...	#	Rev.	Title	Type	Status	Responsible Com...	Submit By	Received From	Receiv...	Ball In Court	Approvers	Response	Sent Date
		283111.BR	283111-1	0	Fire Alarm System	Shop Draw	Closed	LVC Technologies, LLC	2/26/2020	August Sheek				
		245100.INT	245100-2	0	Type 5 Electrical Fixture	Product Data	Closed	KenMor Electric Com...	11/20/19	Thomas Willows				
		245100.INT	245100-1	0	Light Fixtures	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		242214.EN	242214-1	0	Generator	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		242814.EN	242814-1	0	Disconnects	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		242414.PA...	242414-1	0	Panelboards	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		242200.LO...	242200-1	0	Transformer	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		240533.RA...	240533-4	0	Substitution request and set out	Product Data	Closed	KenMor Electric Com...	6/13/19	Gerald Linneer				
		240533.RA...	240533-3	0	Connetctric	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		240533.RA...	240533-2	0	Exhibit Frie	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		240533.RA...	240533-1	0	Iron Boxes	Product Data	Closed	KenMor Electric Com...	11/20/19	Gerald Linneer				
		240010.EE...	240010-1	0	Lighting Control Devices	Product Data	Closed	KenMor Electric Com...	6/19/19	Gerald Linneer				
		250900.DS...	250900-1	0	HVAC Controls		Closed	MLN Company	11/20/19	Tim Hunter				
		238123.CO...	238123-1	0	CRAC Units	Product Data	Closed	MLN Company	11/20/19	Tim Hunter				
		237712.M...	237712-1	0	AIRU Long lead item	Product Data	Closed	MLN Company	2/8/19	Tim Hunter	02/04/2019			
		233712.DF...	233712-1	0	Gilles, Registers, and Diffusers	Product Data	Closed	MLN Company	11/20/19	Tim Hunter		Megan Irvin	Pending	

RFI and Submittal log from Harris County Sheriff's Office Annex where Dan Forster was lead superintendent.

# TAB 5 | Proposed Schedule











# 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: TX20210247 01/01/2021

Superseded General Decision Number: TX20200247

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.95 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date

0

01/01/2021

ASBE0022-009 16/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 24.28	14.16

BOIL0074-003 01/01/2017

BOILERMAKER	\$ 28.00	22.35
-------------	----------	-------

CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
--	----------	------

ELEC0716-005 08/28/2019

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 32.25	9.24
--	----------	------

ELEV0031-003 01/01/2020

ELEVATOR MECHANIC	\$ 44.00	34.765
-------------------	----------	--------

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

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

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
------------------------------------	----------	------

IRON0084-002 06/01/2019

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 25.26	7.13
--	----------	------

PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
-----------	----------	------

PLUM0068-002 10/01/2019

PLUMBER PLUM0211-010 10/01/2018	\$ 36.15	11.04
------------------------------------	----------	-------

PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.30	12.26
---	----------	-------

SH EE0054-003 07/01/2017

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
---	----------	-------

SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate

includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

### 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.

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2021-760513

**Date Filed:**  
 06/02/2021

**Date Acknowledged:**  
 06/08/2021

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Fort Bend County  
 Richmond, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 21-FAC-100859  
 Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kovar, Jaime	Richmond, TX United States	X	X

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)