

**Fort Bend County Tabulation
Bid 22-104
Roof Replacement Projects at Various Locations**

Recommended: CS Advantage USDD Inc. - \$1,091,000

Funding: Advance Funding/Certificates of Obligation

Vendor	CS Advantage USAA Inc., College Station		Brazos Commercial Roofing Seabrook		Martin Roofing Industries, Ltd. Houston		Vogler Sheet Metal Company, Inc. Spring	
Location	Pricing	Days to Complete	Pricing	Days to Complete	Pricing	Days to Complete	Pricing	Days to Complete
Fort Bend County Jail - Areas L, M and P	\$620,000.00	90	\$860,167.00	90	\$1,635,955.00	180	\$1,286,000.00	365
Alternate 1, Fort Bend County Jail - Areas G and	\$330,000.00	40	\$612,632.00	90	\$913,750.00	60	\$686,000.00	120
Total:	\$950,000.00		\$1,472,799.00		\$2,549,705.00		\$1,972,000.00	
Travis Building - Areas A & B	\$385,000.00	90	\$708,594.00	120	\$731,723.00	75	\$1,026,200.00	180
Alternate 1	\$320,000.00	90	\$588,200.00	90	\$552,092.00	65	\$826,716.00	160
Total:	\$705,000.00		\$1,296,794.00		\$1,283,815.00		\$1,852,916.00	
Interdepartmental Construction (IDC)	\$45,000.00	30	\$108,000.00	90	\$184,382.00	45	\$116,700.00	90
Alternate 1	\$8,000.00	10	\$35,000.00	45	\$44,200.00	66	\$29,000.00	20
Total:	\$53,000.00		\$143,000.00		\$228,582.00		\$145,700.00	
Fort Bend County EMS - Battalion 2 Station	\$25,000.00	30	\$45,000.00	45	\$84,615.00	30	\$136,600.00	30
Alternate 1	\$8,000.00		\$48,500.00		\$3,000.00		\$5,000.00	
Total:	\$33,000.00		\$93,500.00		\$87,615.00		\$141,600.00	
Additional Bid Pricing for Unforeseen Repairs								
Additional Items	CS Advantage USDD Inc., College Station		Brazos Commercial Roofing Seabrook		Martin Roofing Industries, Ltd. Houston		Vogler Sheet Metal Company, Inc. Spring	
Remove and replace deteriorated nailers, price per board foot	\$10.00		\$6.00		\$6.50		\$8.00	
Remove and replace deteriorated LWC roof deck, price per square foot	\$10.00		\$14.00		\$12.00		\$15.00	
Remove and replace damaged or deteriorated metal pan, price per square foot	\$15.00		\$17.00		\$24.00		\$15.00	
Remove and replace deteriorated 3/4 inch wood decking, price per square foot	\$5.00		\$8.00		\$7.50		\$4.00	
Install through-wall system w/3-course brick removal, price per linear foot	\$150.00		\$150.00		\$275.00		\$130.00	



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	CS Advantage USAA, Inc.		
Business Name (if different from legal name)			
Federal ID # or S.S. #	272312935	DUNS #	011527700
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 30 years
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	P.O. Box 12407		
City/State/Zip	College Station, TX 77842		
Physical Address	"		
City/State/Zip	"		
Phone/Fax Number	Phone: 2107710720	Fax:	2105792157
Contact Person	Oscar Galvan		
E-mail	o_ggalvan@hotmail.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification #	Cert Date
	SBE-Small Business Enterprise <input checked="" type="checkbox"/>	Certification #	Exp Date
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification #	
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification #	
		Certification #	
Company's gross annual receipts	<\$500,000	\$500,000-\$4,999,999	
	\$5,000,000-\$16,999,999	\$17,000,000-\$22,399,999 *	
	>\$22,400,000		
NAICs codes (Please enter all that apply)	238160		
Signature of Authorized Representative			
Printed Name	Abraham Galvan		
Title	General Manager		
Date	09/12/22		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.

- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201 Richmond, Texas 77469.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Jaime.Kovar@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract

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documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Failure to provide acknowledged addenda(s) will result in disqualification of bid response. Deadline for submission of questions and/or clarification is no later than **Monday, September 12, 2022 at 9:00AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 Letters of Reference: All bidders must submit, **WITH BID**, at least three (3) letters of reference from clients for whom a project similar to that specified herein has been successfully accomplished. Letters of reference must include brief description, project measurements, clients' name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of

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recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide roof replacement

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at various locations within Fort Bend County, hereinafter referred to as the "Project," as specified herein.

3.0 MANDATORY PRE-BID CONFERENCE and SITE VISIT(s):

A mandatory pre-bid conference with mandatory site visit(s) immediately following will be conducted on **Tuesday, September 6, 2022 at 9:00AM (CST)**. The mandatory pre-bid conference will be held at the Fort Bend County Purchasing Office, 301 Jackson, Suite 201, Richmond, TX 77469. Mandatory site visit(s) will commence immediately following the pre-bid conference. This is the only date and time vendors will be permitted to complete a site visit and measurements. **Attendance is mandatory and all interested vendors must attend to discuss the requirements of this bid. The mandatory pre-bid and mandatory site visit(s) will not be rescheduled due to tardiness or any other issues that may arise; no exceptions.**

4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of two-hundred fifty (\$250.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the Facilities Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
 - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
 - 5.2.2 Provided an application for payment is received by the Facilities Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Facilities Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Facilities Department receives the application for payment.

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- 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
- 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
 - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
 - 5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
 - 5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.
 - 5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.
 - 5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.
- 5.3 Before the first application for payment, the Contractor shall submit to the Facilities Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Facilities Department may require. This schedule, unless objected to by the Facilities Department shall be used as a basis for reviewing the Contractor's application for payment.
- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

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5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

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10.0 INSURANCE:

- 10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

- 10.2 At contract execution, 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:
 - 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

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

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

 - 10.2.4 Business Automobile Liability coverage 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.

- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability,

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shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

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

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by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 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.

General Decision Number: TX20220247 08/05//2022
Superseded General Decision Number: TX20210247

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/18/2022
3	02/25/2022
4	03/11/2022
5	04/22/2022
6	07/08/2022
7	08/05/2022

ASBE0022-009 06/01/2021	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 25.14	15.15
BOIL0074-003 01/01/2021 BOILERMAKER	\$ 29.47	24.10
*CARP0551-008 04/01/2021 CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/30/2021 ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 33.20	10.37

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ELEV0031-003 01/01/2022
 ELEVATOR MECHANIC \$ 47.04 36.885+a+b

FOOTNOTES:

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

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

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR
 Cranes \$ 34.85 9.85

*IRON0084-002 06/01/2022
 IRONWORKER (ORNAMENTAL AND STRUCTURAL) \$ 26.76 7.88

PLAS0783-001 04/01/2021
 PLASTERER \$ 26.04 9.02

PLUM0068-002 10/01/2021
 PLUMBER \$ 36.83 11.71

PLUM0211-010 10/01/2021
 PIPEFITTER (Including HVAC Pipe Installation) \$ 37.03 12.56

SHEE0054-003 04/01/2020
 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

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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

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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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.

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

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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:

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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.

13.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

14.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend

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County and this Contract; the frequency of testing shall be approved by Fort Bend County. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.1 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.3 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

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14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation.

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The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i)

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the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

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- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

15.0 TERMINATION:

15.1 Fort Bend County may terminate the Contract if the Contractor:

15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

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- 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
- 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
 - 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Sheriff's Office, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

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- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS AND ASSIGNS:

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

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

23.0 MODIFICATIONS:

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

24.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

25.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26.0 GOVERNING FORMS:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

29.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that

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venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

30.0 ENCLOSURE:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 - Scope of Work/Pricing
Enclosure #2 - Specifications/Drawings

31.0 AWARD:

This contract will be awarded to the low bidder per the base bid and/or alternate bid, per location.

32.0 TEXAS ETHICS COMMISSION FORM 1295:

32.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

32.2 On-line instructions:

32.2.1 Name of governmental entity is to read: Fort Bend County.

32.2.2 Identification number used by the governmental entity is: B22-104.

32.2.3 Description is the title of the solicitation: Various Roof Replacement Projects

32.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

33.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

33.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: 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

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not boycott Israel and will not boycott Israel during the term of this Agreement.

33.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, 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.

34.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

35.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

35.1 Vendor Form

35.2 W9 Form

35.3 Tax Form/Debt/Residence Certification *N/A*

35.4 Contractor Acknowledgement of Stormwater Management Program

YES

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**Contract Sheet
Bid 22-104**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 4 day of October, 2022,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
CS Advantage USAA, Inc. (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Roof Replacement Projects at
Various Locations for Fort Bend County** which are hereto attached and made a part hereof, together with this
instrument and the bond (when required) shall constitute the full agreement and contract between parties and for
furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 4 day of October, 2022.

Fort Bend County, Texas

By: KP George
County Judge KP George

County Judge, KP George

By: Abraham Galvan
Signature of Contractor

By: Abraham Galvan, General Manager
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CS ADVANTAGE USAA INC.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 12407</p> <p>6 City, state, and ZIP code COLLEGE STATION TX 77842</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7	-	2	3	1	2	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>9/13/22</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

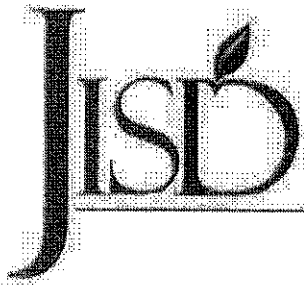
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Ruben Moreno
Director of Facilities Planning

JUDSON INDEPENDENT SCHOOL DISTRICT

Date: June 24, 2019

To whom it may concern:

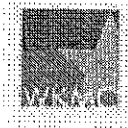
CS Advantage USAA has performed roofing projects for Judson ISD for the past two years and continues to do work for us. They completed over \$17.2M in roof replacement, code upgrades, and rooftop A/C replacement last year. This work was for both built-up roofs and standing seam metal roofs and was completed ahead of schedule with no additional cost above the contract price. We currently have contracts with CS Advantage to do over \$17.8M of more of the same work.

They are very aware of the needs of Judson ISD while doing work during the school year and are willing to go above and beyond expectations of the employees of the district. We recommend having CS Advantage do work for any school district. Their Employees are very professional and respectful and take pride in their work.

If you have any further question please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Ruben Moreno", is written over a light gray grid background.

Ruben Moreno



WKMC ARCHITECTS

C.S. Advantage USAA
ATTN: Oscar Galvan
1424 Andover Ct.
College Station, Texas 77845

RE: Alice ISD – 2014 Storm Damage Re-Roofing Package #1 & Package #3

William S. McCord, AIA
Bill T. Wilson, II, FAIA

Robert Conolly, AIA
Naomi Corley, RID
Jodi Goings, IIDA
Jennifer Hilliard, AIA
Herbert Morrison, III, AIA
Connie Rivera, AIA
Frank Trimble, III, AIA

Oscar,

I wanted to let you and your crew, know how much we appreciate the care, craftsmanship and continuous diligence of your staff on the Alice ISD Re-Roofing projects.

We have worked with a number of roofing companies in our region over the last three decades. Your crews that have worked on our recent projects are among the very best we have ever worked with.

Please relay our highest thanks and praise to your crew.

Highest Regards,
WKMC Architects, Inc.

Bill T. Wilson II, FAIA
Vice President



BEACON

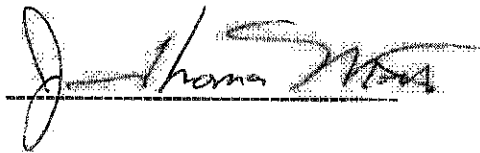
LETTER OF REFERENCE

To Whom This May Concern:

Mr. Oscar Galvan (C.S.ADVANTAGE) has had charge account established with Beacon Roofing Distribution since 1990. His current sales for the year of 2021 are Approximately \$ 4.3 million. We currently have several project ongoing right now. Mr. Galvan & his team handle their business in a very professional manner. If you should have Any future questions, please feel free to contact me.

Cordially

J. Thomas Mott/ Beacon Sales



BUILD MORE

505 Huntmar Park Dr., Ste. 300, Herndon, VA 20170 | 571-323-3939

becon.com

Erin Ford, County Judge
401 E. Goliad, Suite 201
Crockett, TX 75835



936-544-3255 ext 221
Fax: 936-544-8053
eford@co.houston.tx.us

County of Houston
Office of the County Judge

December 10, 2015

C.S. Advantage USAA
1424 Andover Ct.
College Station, Texas 77845

Dear Oscar:

I wanted to write and thank you for the work you did on our Houston County Courthouse Roof replacement. The overall performance of your crews was exceptional. And I appreciate your help making the overall cost of the project possible for us in the County.

Additionally, you kindly helped us with other frustrating roof leaks that were outside your scope of work.

Please pass along my thanks to Salomon and the crews for their hard work.

With Kind Regards,

A handwritten signature in black ink, appearing to read "Erin Ford", is written over a faint, larger version of the same signature.

Erin Ford
County Judge

4.7 Work over the last five years:

List major projects (particularly educational facilities) constructed by your organization over the last five years. For each project, provide the name, nature of the project/function of the building, size (SF); location, cost completion date, owner and architect, and the manner in which your organization was selected (bid or RPF or other method). Provide contact names and telephone numbers for both owner and architect of each project named.

Project Name	Location	Contract Amount	Completion Date	Owner	Architect	Contact name	Contact Tel.
JUDSON ISD – Six (6) Schools	SAN ANTONIO, TX	\$17,500,000.00 12,000 SQS	10/15/18	Judson ISD	Armko Industries	Mr. Mike Perry	(281) 633-1258
PLAINVIEW ISD	PLAINVIEW, TX	\$2,300,000.00 1200 SQS	8/15/18	Plainview ISD	Armko Industries	Mr. Greg Carroll	(806) 7893267
PANHANDLE ISD	PANHANDLE, TX	\$1,500,000.00 1200 SQS	1/10/19	Panhandle ISD	Armko Industries	Mr. Greg Carroll	(806) 789-3267
YSLETA ISD	EL PASO, TX	\$2,000,000.00 1300 SQS	2/15/19	Ysleta ISD	Armko Industries	Mr. Greg Carroll	(806) 789-3267
COAHOMA ISD	COAHOMA, TX	\$1,400,000.00 1200 SQS	7/01/18	Coahoma ISD	Armko Industries	Mr. Greg Carroll	(806) 789-3267
GALVESTON ISD	GALVESTON, TX	\$1,000,000.00	5/01/19	Galveston ISD	PBK AIA	Mr. James Roberts	(713) 965-0608
HOUSTON COMMUNITY COLLEGE	HOUSTON, TX	\$2,500,000.00 600 SQS	4/15/17	Houston Community College	Armko Industries	Mr. Mike Perry	(281) 633-1258
CANYON ISD	CANYON, TX	\$5,000,000.00 4000 SQS	2/15/17	Canyon ISD	Armko Industries	Mr. Greg Carroll	(806) 789-3267
LUBBOCK-COOPER ISD	LUBBOCK, TX	\$1,200,000.00 1000 SQS	3/10/17	Lubbock-Cooper ISD	Armko Industries	Mr. Greg Carroll	(806) 789-3267
HAYS CISD	KYLE, TX	\$753,000.00 400 SQS	11/15/18	Hays CISD	Garland Co.	Mr. Ken Meyers	(210) 744-4884
LUBBOCK CHRISTIAN UNIVERSITY	LUBBOCK, TX	\$1,000,000.00 700 SQS	4/15/16	Lubbock Christian University	Armko Industries	Mr. Greg Carroll	(806) 789-3267
HONDO ISD	HONDO, TX	\$1,400,000.00 1200 SQS	10/30/18	Hondo ISD	Armko Industries	Mr. Mike Perry	(281) 633-1258
ADVANCED TECHNOLOGY CENTER	MIDLAND, TX	\$1,000,000.00 800 SQS	8/30/18	Midland College	Armko Industries	Mr. Greg Carroll	(806) 789-3267
REAGAN COUNTY ISD	BIG LAKE, TX	\$2,000,000.00 1500 SQS	12/20/17	Reagan County ISD	Armko Industries	Mr. Greg Carroll	(806) 789-3267
BROWNSVILLE CLINIC	BROWNSVILLE, TX	\$386,000.00	7/31/13	Health Dept.	Walker Perez	Mr. Calvin Walker	(956) 592-4999
YOUNG MS & SHACKELFORD MS	ARLINGTON, TX	\$1,699,000.00 1200 SQS	8/18/12	Arlington ISD	Armko Industries	Mr. Tim Green	(214) 802-1207
BREWER MS & LIBERTY ES	WHITE SETTLEMENT, TX	\$2,001,000.00 1500 SQS	8/10/12	White Settlement ISD	Armko Industries	Mr. Tim Green	(214) 802-1207
TOWN LAKE CENTER	AUSTIN, TX	\$495,000.00 400 SQS	10/12/12	Austin Energy	Mendoza Architects	Mr. Paul Mendoza	(512) 924-5033
TAHOKA ES & TAHOKA HS	TAHOKA, TX	\$1,487,000.00 1000 SQS	10/25/12	Tahoka ISD	Armko Industries	Mr. Brad Draper	(806) 781-0738
McALLEN HS, ADMIN BLDG, MILAM ES	McALLEN, TX	\$1,700,000.00 1200 SQS	9/16/12	McAllen ISD	Armko Industries	Mr. Dennis Hern	(512) 415-3411

NOTE: ALL JOBS LISTED HERE AND IN THE ADDITIONAL LIST, WERE DONE AND 100% BONDED BY OSCAR GALVAN .

5. FINANCIAL INFORMATION.

5.1 Provide name, address, and phone number for the proposer's principal bank reference.

BBT BANK – MR. GLEN DAVIS – 979-599-7086 - COLLEGE STATION, TX

5.2. Surety: Name of bonding company, name and address of agent. A bond for 5% of the proposal amount will be required upon Submission of the RFP. Proof of ability of bond will be required prior to selection.

Name of bonding company: Hughston Insurance
P.O. Box 8550
Brownsville Texas
Phone (956) 542-4387
Fax (956) 542-8335

Name and address of agent: Ms. Mary Edwards
Hughston Insurance

5.3 Provide in separate sealed envelope, one copy of your audited financial statement. Include your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g. cash, joint venture accounts, accounts, receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)
- Non-current assets (e.g., net fixed assets, other assets).
- Current Liabilities (e.g., account payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- Non-current liabilities (e.g., notes payable)
- Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares per value, earned surplus and retained earnings).

Your financial statement and supporting information will be treated with confidentiality and returned following selection of the contractor.

5.4. Name and address of firm preparing attached financial statement, and date thereof.

Robert L. Perkins III CPA

5.5. Is the attached financial statement for the identical organization named under item 1 above? YES If not. Explain the relationship and financial responsibility of the organization responsibility of the organization, whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? YES

6. - PERSONNEL:

Given the scope and schedule of the project, identify the specific Project Manager, Manager, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual.

OSCAR G. GALVAN
1424 Andover Court
College Station, TX 77845
(210) 771 0720

Drivers License:



Education:

Mechanical Electrical
Engineer
I.T.E.S.M.
Monterrey, Mexico
Graduate 1985

Experience:

CS Advantage USAA, inc.
P.O Box 12407
College Station Tx 77842
President 2010---

Advantage USAA, Inc.
13350 Rebecca Creek Rd.
Spring Branch, TX 78070
President
Feb/2000---2010

American Contracting USA
PMB 224 18160 HWY. 281 N. STE. 108
San Antonio Texas
Vice - President
Jan 1999-Dec 1999

References:

Mr. Greg Carroll - Armko Ind.
(806) 789-3267

Tom Mott -Beacon Roofing Supply
(210) 863-1471

Rufus Menchaca - Diamond Metal
(210) 655 9061

7. - OWNER/CONTRACTOR AGREEMENT:

We propose to base the Owner/Contractor Agreement on the AIA Document A101/Cma Document, 1992 Edition. Please note any major exceptions/issues you have to this document.

8. SIGNATURE

8.1 Dated at 9/17/2022

Name of Organization CS ADVANTAGE USAA INC

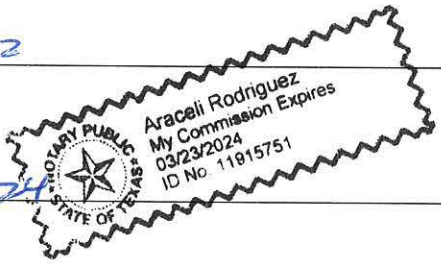
By: 

Title: President

Subscribed and sworn before me this 9/17/22

Notary Public: Araceli Rodriguez

My Commission Expires: 03/23/2024



CS Advantage USAA, Inc. is a certified NDL
(No dollar limit) master contractor for the
Following major manufactures.

ABC SUPPLY CO.
P.O.BOX 7-D.
San Antonio, TX 78217
Phone (210) 826 2336

Asphalt & Modified Bitumen System

HYLOAD
JOHNS MANVILLE
US PLY
GAF
GARLAND
SOPREMA
HYDROSTOP
TREMCO
CERTAINTEED
FIBER TITE
FIRESTONE
SR PRODUCTS

DIAMOND METAL
Attn: Rufus Menchaca
P.O. Box 33834
San Antonio TX, 78265-3834
Phone (210) 655 9061

EPDM & Reinforced Membrane Systems

FLEX INTERNATIONAL
SIKA SARNAFIL
CARLISLE
VERSICO

SAN ANTONIO ROOFERS SUPPLY
Attn: Tom Mott
8727 Lockway
San Antonio, TX 78217
Phone (210) 650 3460

AUSTIN ROOFING SUPPLY
9317 McNeil Rd.
Austin TX. 75229
Phone (512) 833-4347

Issuance of NDL is an excellent
indicator of manufacturer confidence in
the ability of a roofing contractor to install a
Roofing system to the manufacturer's most
stringent specifications.

Willem van der Maal

2642 Fairwood Dr.
New Braunfels, TX 78132
(210) 262 8609
suricat@sbcglobal.net

SUMMARY OF QUALIFICATIONS:

- Verbal and written fluency, English and Spanish.
- 12 years experience in international sales
- A clear straightforward communicator, skilled in establishing strong, long-term client relations and cultivating productive teams (partnerships).
- Highly developed skills and multitasking.
- Ability to find innovative solutions with limited resources.

Advantage USAA, Roofing / CS Advantage USAA

- Industrial Roofing Project Supervisor
- Supervise multiple crews in multiple projects
- Maintained deadlines for routine inspections
- Managed equipment and materials for each individual projects.

List of Projects

- Karen Wagner High School, San Antonio
- James L. Masters Elementary, San Antonio
- Eloff Elementary, San Antonio
- Park Village Elementary, San Antonio
- Paschall Elementary, San Antonio
- Hopkins Elementary, San Antonio
- McDowell Middle School, Hondo
- Hondo High School, Hondo
- Elgin Elementary, Elgin
- **Canyon High School, New Braunfels**
- **Camp Mabry, Austin**
- **Mental Hospital, Austin**
- **Sims Elementary, Austin**
- **Canyon Vista Middle School, Austin**
- **Greenway Elementary, Amarillo**
- **Lakeview Elementary, Amarillo**
- **Canyon High School, Amarillo**
- **Canyon Intermediate, Amarillo**
- **Jesse Jensen, Mission**

ERNESTO E. SILLER

WORK HISTORY:

CS Advantage USAA, Inc.

Project Superintendent – August 2009 – December 2012

CS Advantage USAA is a general construction contractor who primarily works with government agencies. As a Project superintendent I have supported Advantage by managing several construction contracts, gathering data to bid on projects, communicating with clients (state and federal), vendors, engineers, inspectors, and laborers. Responsibilities include reading blue prints and specs, submitting daily reports, obtaining permits, monitoring quality and safety control, developing long and short-term work plans, taking inventory, managing foreman and laborers, and overall management of the project.

- Hired as an Assistant Supervisor, 2009
- Promoted to a Superintendent , 2010
- Managed over 8 contracts ranging from \$700,000 to \$3,000,000
- Successfully completed over seven multi-million dollar projects with minimal supervision
- Types of roofing systems experienced in
 - Built up Roof (low slope) - Heat Welded, Fully Adhered, Cold Process
 - Single ply (TPO, PVC, EPDM,) – Mechanically attached, fully adhered
 - Composite Shingles, Clay Tiles

Projects Directly involved in/ Contact

Panhandle ISD BUR Roof. 1500 sqs Hyload Systems
Judson ISD BUR APP System 20,000 sqs
Austin Tx- Wooten Elementary School (1406 Dale St)
Brownfield Tx- Middle School (1001 E. Broadway St) BUR System 1000 sqs
Arlington Tx – Young Junior Hi (3200 Woodside Dr.) Inspector Tim Green 1000 sqs BUR
Arlington Tx - Shakelford Junior Hi (2000 N. Fielder Rd.) Inspector Tim Green 800 sqs BUR
White Settlement Tx - Brewer Middle School (1000 S. Cherry Lane) Inspector Tim Green 1000 sqs SBS
White Settlement Tx- Liberty Elementary School (7976 Whitney Dr.) Inspector Tim Green 1000 sqs SBS
Bedford Tx- Bellmanor Elementary School (1300 Winchester Way) Inspector Jack McGovern 500 sqs PVC

SKILLS:

- Proven a leader in a high paced and competitive environment
- Experienced in towing heavy loads
- Superior communication skills, written and verbal

- Excellent negotiator and analytical problem solver
- Collaborates well in team environments, easily adaptable
- Proficient in Spanish (verbal and written)
- Proficient in Microsoft Office

EDUCATION:

University of Texas at Brownsville

Bachelor of International Business for 2 years in the University of Texas at Brownsville
Bachelor of international Business for 1 year in the University of The Incarnate Word in San Antonio

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

1. FIRM INFORMATION

Name of firm: CS ADVANTAGE USAA INC
Address of Principal Office: 1832 FOUNTAIN AVE.
BRYAN, TX 77801
Telephone Number: (210) 7710720
Form of Business Organization: Corporation
Year Founded: 2010
Primary Individual to contact: Oscar Galvan

2. ORGANIZATION:

2.1 How many years has your organization been in business in construction in its current capacity

SINCE JUNE 1980

2.2 How many years has your organization been in business under its present name? 12
Under what other or former names have you operated?

ADVANTAGE USAA, INC. (10 years)

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's names(s), Secretary's Name, and Treasurer's name.

Date of incorporation: 04/02/2010
State of incorporation: Texas
President's name: Oscar Galvan.
Vice-president's name(s): N/A
Secretary's name: Oscar Galvan

2.4 If your organization is a partnership, answer the following: Date of organization, type of Partnership, if applicable, names of general partner (s)

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the Principals.

3. LICENSING

- 3.1 List jurisdictions and trade categories in which your organization is legally Qualified to do business, and indicate registration or license numbers, if applicable.

Demolition
Roofing (all phases)
Remodeling
Plumbing
Painting
Carpentry

- 3.2 List Jurisdictions in which you organization's partnership or trade name is field
Texas

4. EXPERIENCE

- 4.1 List the categories of work that your organization normally performs with its own forces.

Demolition
Roofing (All Phases)
Remodeling
Plumbing
Painting
Carpentry

- 4.2. List any subcontractors in which your organization has some ownership and list the the categories of work those subcontractors normally perform.

NONE

- 4.3 Claims and suits (If the answer to any of the questions below is yes, please attach details.)

- 4.1.1. Has your organization ever failed to complete any work awarded to it?

NO

- 4.2.2 Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against your organization or its officers?

NO

- 4.3.3 Has your organization filed any law suits or requested arbitration with regard to construction contract within the last five years?

NO

- 4.4 Within the last five years, has any officer or principal of you organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, Please attach details.)

NO

4.6 In progress work:

List the major construction projects your organization has in progress, giving the name and location of each project, owner, architect, contract amount, percent complete, and scheduled completion date. Provide contact names and telephone numbers for both owner and architect

Name	Location	Owner	Architect	Amount	% Completed	Completion Date
BORGER ISD	BORGER, TX	BORGER ISD	Armko Industries Greg Carroll 806-778-3267	\$1,000,000.00 600 SQS	100	July 2020
MIDLAND ISD	MIDLAND, TX	MIDLAND ISD	Armko Industries Greg Carroll 806 7893267	\$9,500,000.00 6000 SQS	90	Nov 2021
JUDSON ISD 8 SCHOOLS	SAN ANTONIO, TX	JUDSON ISD	Armko Industries Mike Perry 281-633-1258	\$18,000,000.00 12,000 SQS	100	October 2020
CALDWELL ISD	CALDWELL, TX	CALDWELL ISD	Armko Industries Mike Perry 281-633-1258	\$4,500,000.00 2,400 SQS	100	March 2020
GALVESTON ISD	GALVESTON, TX	GALVESTON ISD	PBK BEAM AIA	\$1,000,000.00	100	August 2020
FORT BEND ISD	SUGARLAND, TX	FORT BEND ISD	Armko Industries Dennis Leifrig 832-922-9232	\$22,000,000.00 14,000 SQS	90	Dic 2021
McCAMEY ISD	McCAMEY, TX	McCAMEY ISD	Armko Industries Greg Carroll 806-789-3267	\$3,000,000.00 1800 SQS	100	OCT 2020

SET UP

SEQUENCE 1-2-3-4

Untitled Map

Write a description for your map.

Legend

- 1410 Williams Way Blvd
- Fort Bend County Jail
- Prosperity Bank - ATM

1410 Williams Way Blvd

Prosperity Bank - ATM

Fort Bend County Jail

1

2

1

1

3

2

4

3



Untitled Map

Write a description for your map.

42702 002

SB W 2018 1-2

Legend

- 1410 Williams Way Blvd
- Fort Bend County Jail
- Prosperity Bank - ATM

1

Fort Bend Vital Statistics

301 Jackson St

Travis Building - Fort Bend County

Fort Bend County Purchasing Agent

2

2

Google Earth

Image Landsat / Copernicus

Liberty St

Liberty St

Liberty St




100 ft



Untitled Map

Write a description for your map.

Legend

-  1410 Williams Way Blvd
-  Fort Bend County Jail
-  Prosperity Bank - ATM

1809 Eldridge Rd

Fort Bend County

Westminster Glass

Dee's Tire & Auto

1876




Eldridge Rd



Untitled Map

Write a description for your map.

Legend

-  1410 Williams Way Blvd
-  Fort Bend County Jail
-  Prosperity Bank - ATM

parkway Blvd

Fort Bend County

1514 Parkway Blvd

Williams Trace Blvd

Google Earth

Image Landsat / Copernicus



100 ft

BASE PROPOSAL 1: FORT BEND COUNTY JAIL – AREAS L, M and P

- Work shall include all labor and materials to provide a FULL REROOF. The entire roofing system is to be removed down to the existing lightweight concrete roof deck.
- Contractor to repair all existing lightweight concrete damage from prior system being removed and deck must be documented and inspected prior to roofing.
- Install 1-layer of ISO insulation board mechanically attached to the lightweight concrete metal pan.
- Install 1-layer of ISO insulation board set in hot asphalt. Contractor to verify roofing system meets R-25 insulating value.
- Install 1-layer of half-inch (1/2") gypsum coverboard set in hot asphalt.
- Install a 2-ply modified "cool roof" SBS roofing system, torch applied. GAF Rubberoid Energy Cap as basis of design. GAF is the requested membrane to be sourced at the Jail Complex as other Roof Areas are the same manufacturer.
- Raise existing overflow scuppers to accommodate new finished roofing height and provide new metal components.
- Install new sheet metal coping with continuous sheet metal cleat and required wood blocking on all parapets. Owner to select color.
- Install an expansion joint in the sheet metal coping where field expansion joints cross over parapets.
- Raise existing expansion joints to accommodate new roofing system and required 10-inch flashing height
- Install a flush metal wall panel system on the rise-wall of **Areas M and P** to include plywood attached to tilt-wall panel, waterproofing membrane, hat channels and a flush metal wall panel.
- Raise all wall and curb flashings to a height of ten inches (10") above finished roof surface.
- Remove and replace all counter flashings and replace with new stainless-steel metal.
- Extend existing soil pipes to a height of eight inches (8") above finished roof surface.
- Install crickets at the high side of each unit larger than twenty-four inches (24").
- Remove, wire brush, and paint all existing drain strainers and clamping rings with aluminized paint and replace any missing, damaged, or broken drain pieces. Replace any plastic strainers with cast iron and coat with aluminizing paint. Contractor to verify each roof drain is unobstructed and clear. Notify owner otherwise.
- Replace all existing clamping ring bolts with stainless-steel bolts with washers.
- Install new gutter, downspouts, straps and supports on Roof Area L to match existing size and location. Owner to select color.
- Raise all wrapped piping and conduit to a height of 14-inches above new finished roof system and install on appropriate supports.
- Raise existing pipe box and enlarge to accommodate all existing chilled water lines and raise the flashing height and add a stainless-steel goose neck cover and faceplate to direct water away from opening.
- All small piping is required to be supported by small pipe supports with rollers, adhered to membrane pad and strapped to support
- All large pipe is required to be supported by large pipe supports with clevis type hangers over membrane pad
- All measurements are the responsibility of the Contractor.
- Contractor to recertify and reattach existing lightning protection.
- Provide a five (5) year Contractor's warranty.
- Provide a manufacturer's twenty (20) year NDL warranty to include 90mph wind rating.
- All mechanical, electrical, plumbing disconnections shall be the responsibility of the contractor. This is considered a turn-key project, Fort Bend County is to furnish nothing. All work is the responsibility of the contractor.
- All installation shall be per NRCA, SPRI, ES-1, ASCE-7, the specifications, and manufacturer's guidelines.
- **Note to contractor:** Cold Process adhesive is an allowable attachment method if the adhesive does not add additional time to the project, due to accessibility, and is a monetary benefit to the client

SIX HUNDRED TWENTY THOUSAND Dollars \$ 620,000.
90 Calendar Days

ALTERNATE PROPOSAL: FORT BEND COUNTY JAIL -- AREAS G and H:

- Work shall include all labor and materials to provide a FULL REROOF. The entire roofing system is to be removed down to the existing lightweight concrete roof deck.
- All guidelines and details as listed in Base Proposal 1 remain.

ADD THREE HUNDRED THIRTY Dollars \$ 330,000.
THOUSAND
40 Calendar Days

BASE PROPOSAL 2: TRAVIS BUILDING -- AREAS A & B

- Work shall include all labor and materials to provide a REROOF. The entire roofing system is to be removed down to the structural concrete roof deck. Roof deck shall be primed prior to new insulation being adhered.
- Install 2-layers of ISO insulation board set in cold-process adhesive. Contractor to verify roofing system meets R-25 insulating value.
- Install 1-layer of half-inch (1/2") gypsum coverboard set in hot asphalt.
- Install 90-mil smooth sanded base ply as part of a multi-ply PVC roof system set in hot asphalt as required by manufacturer.
- Install 1-layer of 60-mil fleece back PVC-Elvaloy membrane set in hot asphalt. GAF Everguard XK by design.
- Raise existing overflow scuppers to accommodate new finished roofing height and provide new metal components.
- Install new sheet metal coping with continuous sheet metal cleat and required wood blocking on all parapets. Membrane is to be installed up and over new wood blocking. Owner to select color.
- Raise all wall and curb flashings to a height of ten inches (10") above finished roof surface.
- Remove and replace all counter flashings and replace with new stainless-steel metal.
- Contractor to tie-in thru-wall flashing and waterproofing membrane where chilled water lines were raised on Roof Area A.
- On Roof Area A remove existing door frame and left-hand swing door and install a right-hand swing door to direct any flow of roof traffic around new raised piping. New threshold height will dictate height of frame and insulated steel door.
- Contractor to raise existing door threshold(s) and modify door length to accommodate new threshold height. Add new weather stripping to door to ensure watertightness.
- Extend existing soil pipes to a height of eight inches (8") above finished roof surface.
- Install crickets at the high side of each unit larger than twenty-four inches (24").

- Remove, wire brush, and paint all existing drain strainers and clamping rings with aluminized paint and replace any missing, damaged, or broken drain pieces. Replace any plastic strainers with cast iron and coat with aluminizing paint. Contractor to verify each roof drain is unobstructed and clear. Notify owner otherwise.
- Replace all existing clamping ring bolts with stainless-steel bolts with washers.
- All small piping is required to be supported by small pipe supports with rollers. Support will be adhered to membrane pad hot air-welded to roof membrane and strapped to support.
- All large pipe is required to be supported by large pipe supports with clevis type hangers. Supports will have a membrane pad hot air welded to roof membrane
- Outside firm is responsible for cable tray and all antenna structures to be removed from the roof surface prior to roofing install. Fort Bend County IT department will be responsible for data connection relay on the roof as well.
- All measurements are the responsibility of the Contractor.
- Contractor to recertify and reattach existing lightning protection.
- Provide a five (5) year Contractor's warranty.
- Provide a manufacturer's twenty (20) year NDL warranty to include 140mph wind rating.
- All mechanical, electrical, plumbing disconnections shall be the responsibility of the contractor. This is considered a turn-key project, Fort Bend County is to furnish nothing. All work is the responsibility of the contractor.
- All installation shall be per NRCA, SPRI, ES-1, ASCE-7, the specifications, and manufacturer's guidelines.
- **Note to contractor:** Cold Process adhesive is an allowable attachment method if the adhesive does not add additional time to the project, due to accessibility, and is a monetary benefit to the client.

THREE HUNDRED EIGHTY FIVE Dollars \$ 385,000.-
90 Calendar Days THOUSAND

ALTERNATE PROPOSAL: TRAVIS BUILDING – AREAS A & B

- Work shall include all labor and materials to provide a SPUD and RECOVER over existing BUR system.
- Contractor to spud existing asphalt and rock ballast off existing roof system plies repairing daily where existing system plies are deteriorated or damaged from the spud process.
- Install 1-layer of half-inch (1/2") gypsum coverboard set in hot asphalt. Contractor is responsible for pull test to meet manufacturer's requirements.
- Install 90-mil smooth sanded base ply as part of a multi-ply PVC roof system set in hot asphalt as required by manufacturer.
- Install 1-layer of 60-mil fleece back PVC-Elvaloy membrane set in hot asphalt. GAF Everguard XK by design.
- Raise existing overflow scuppers to accommodate new finished roofing height and provide new metal components.
- Install new sheet metal coping with continuous sheet metal cleat and required wood blocking on all parapets. Membrane is to be installed up and over new wood blocking. Owner to select color.
- Raise all wall and curb flashings to a height of ten inches (10") above finished roof surface.
- Remove and replace all counter flashings and replace with new stainless-steel metal.
- Contractor to tie-in thru-wall flashing and waterproofing membrane where chilled water lines were raised on Roof Area A.
- On Roof Area A remove existing door frame and left-hand swing door and install a right-hand swing door to direct any flow of roof traffic around new raised piping. New threshold height will dictate height of frame and insulated steel door.
- Contractor to raise existing door threshold(s) and modify door length to accommodate new threshold height. Add new weather stripping to door to ensure watertightness.

- Extend existing soil pipes to a height of eight inches (8") above finished roof surface.
- Install crickets at the high side of each unit larger than twenty-four inches (24").
- Remove, wire brush, and paint all existing drain strainers and clamping rings with aluminized paint and replace any missing, damaged, or broken drain pieces. Replace any plastic strainers with cast iron and coat with aluminizing paint. Contractor to verify each roof drain is unobstructed and clear. Notify owner otherwise.
- Replace all existing clamping ring bolts with stainless-steel bolts with washers.
- All small piping is required to be supported by small pipe supports with rollers. Support will be adhered to membrane pad hot air-welded to roof membrane and strapped to support.
- All large pipe is required to be supported by large pipe supports with clevis type hangers. Supports will have a membrane pad hot air welded to roof membrane
- Outside firm is responsible for cable tray and all antenna structures to be removed from the roof surface prior to roofing install. Fort Bend County IT department will be responsible for data connection relay on the roof as well.
- All measurements are the responsibility of the Contractor.
- Contractor to recertify and reattach existing lightning protection.
- Provide a five (5) year Contractor's warranty.
- Provide a manufacturer's twenty (20) year NDL warranty to include 140mph wind rating.
- All mechanical, electrical, plumbing disconnections shall be the responsibility of the contractor. This is considered a turn-key project, Fort Bend County is to furnish nothing. All work is the responsibility of the contractor.
- All installation shall be per NRCA, SPRI, ES-1, ASCE-7, the specifications, and manufacturer's guidelines.
- **Note to contractor:** Cold Process adhesive is an allowable attachment method if the adhesive does not add additional time to the project, due to accessibility, and is a monetary benefit to the client.

THREE HUNDRED TWENTY Dollars \$ 320,000.
90 Calendar Days THOUSAND

BASE PROPOSAL 3: INTERDEPARTMENTAL CONSTRUCTION (IDC):

- Work shall include all labor and materials to provide a FULL REROOF on the IDC front office listed as Areas F, G and H.
- Contractor to remove all R-panel metal panels and install new wire mesh and R-25 vinyl-backed insulation and thermal stops at all purlins.
- Contractor to remove all mechanically operated ridge vents and all accessories associated.
- Install a stiffening plate at the ridge if the distance between purlins is greater than manufacturer's guidelines on either side of the ridge.
- Contractor to install a new Kynar coated R-panel roofing system and all required accessories to include valley metals, ridge metal, hip metal cover and rake edges.
- Contractor to install a metal support structure for installation of a metal valley pan in order to remove the existing inboard gutter and install a cricket type condition pushing water to the outside of the building envelope eliminating the inboard gutter.
- Contractor to utilize high dome gasketed fasteners, color matched to system color selected by owner.
- Contractor to install new sheet-metal gutters and downspouts to match color of roofing metal and install gutter straps, gutter hangers, and downspout straps.
- Install new pipe flashing boots set in sealant and fastened to new R-panel roofing. Seal all edges with sealant and apply sealant and band clamp at pipe. Square base vent flashings are required to be installed in a diamond pattern to minimize ponding exposure at leading edge.
- Provide a five (5) year Contractor's warranty.
- Provide a manufacturer's twenty (20) year finish warranty.
- This is considered a turn-key project, Fort Bend County is to furnish nothing. All work is the responsibility of the contractor.
- All installation shall be per NRCA, SPRI, ES-1, ASCE 7, the specifications, and manufacturer's guidelines.

FOURTY FIVE THOUSAND Dollars \$ 45,000.00
30 Calendar Days

ALTERNATE PROPOSAL: INTERDEPARTMENTAL CONSTRUCTION (IDC):

- Work shall include all labor and materials to provide a FULL REROOF on Area D.
- Contractor to remove existing deteriorated R-panels and translucent r-panel skylights and install new wire mesh and R-25 vinyl-backed insulation and thermal stops at all purlins.
- Contractor to remove the mechanically operated ridge vent and all accessories associated.
- Install a stiffening plate at the ridge if the distance between purlins is greater than manufacturer's guidelines on either side of the ridge.
- Contractor to install a new Kynar coated R-panel roofing system and all required accessories to include ridge metal and rake edges.
- All guidelines and details as listed in Base Proposal 3 remain.

EIGHT THOUSAND Dollars \$ 8,000.00
10 Calendar Days

BASE PROPOSAL 4: FORT BEND COUNTY EMS- BATTALION 2 STATION:

- Work shall include all labor and materials to provide a FULL REROOF.
- Contractor to remove existing shingle roof system down to plywood deck and repair or replace approximately 100sqft of possible deteriorated or damaged decking prior to new roof system being installed.
- Install self-adhered waterproofing membrane at all hips, valleys and roof edges prior to base ply being installed.
- Install self-adhered waterproofing membrane around all plumbing jacks and around any penetration through the roof deck and apply sealant at the base.
- Install a synthetic felt base sheet across entire roof, mechanically fastened per manufacturer guidelines.
- Install new metal drip edge to match fascia and soffit color.
- Install new dimensional shingle to match existing type and design. Owner to select color by manufacturer.
- Remove and reinstall all fascia boards and replace with cementitious material such as Hardy Products.
- Contractor to prep all other Areas of soffit, fascia, siding and front entrance gable for new sealants and paint work. **Color to be selected by owner** and it is expected all wood products are to be prepped and color matched.
- Contractor to remove and replace gutters and downspouts located at the front of the building. Gutter and downspout size and downspout locations to remain the same. Connect all downspouts back to existing storm drain piping. Storm system is to be checked to ensure drain is clear and unclogged. Notify owner otherwise.
- Contractor to remove and replace existing wood columns at front entrance and install new wood columns installed on Simpson Strong-Ties (or equivalent) and wrapped in cementitious trim, sealant prepped and painted to match fascia and siding.
- All 4-way vents still in service on the roof must be replaced to meet new plumbing code for exhausting hazardous gases and vent piping from furnace is required to be hard connected into a vent stack.
- Certainiteed products are basis of design.
- All new lead pipe flashings where applicable to be installed.
- All measurements are the responsibility of the Contractor.
- Provide a five (5) year Contractor's warranty.
- Provide a manufacturer's forty (40) year warranty, limited alae resistance warranty and wind warranty up to 90mph.
- This is considered a turn-key project, Fort Bend County is to furnish nothing. All work is the responsibility of the contractor.
- All installation shall be per NRCA, SPRI, ES-1, ASCE 7, the specifications, and manufacturer's guidelines.

TWENTY FIVE THOUSAND Dollars \$ 25,000.-

30 Calendar Days

ALTERNATE PROPOSAL: FORT BEND COUNTY EMS- BATTALION 2 STATION

- Install sheet metal gutters at the rear of the building to match size of gutters located at the front of the building.
- Install gutter expansion joints at no more than 40-feet with a minimum of 2 downspouts per section.
- Install new sand bed and splash blocks at each downspout installed.

EIGHT THOUSAND Dollars \$ 8,000.-

UNIT PRICE PROPOSAL:

- 1. Remove and replace deteriorated nailers: \$ 10.00 per board foot.
- 2. Remove and replace deteriorated LWC roof deck: \$ 10.00 per square foot
- 3. Remove and replace damaged or deteriorated metal pan: \$ 15.00 per square foot
- 4. Remove and replace deteriorated 3/4-inch wood decking: \$ 5.00 per square foot.
- 5. Install through-wall system w/ 3-course brick removal \$ 150.00 per linear foot

NOTE TO CONTRACTOR:

- Antennas operated by T-Mobile will be moved or removed from the roof by T-Mobile, Randall McClellan 281.650.4084
- Antennas operated by I.T. department will need to be contracted out by NCS, Shane Whatley 281.840.7552
- Antennas operated by OEM department will be moved or removed from the roof by: Justin Jurek 832.361.9978







Contractor agrees that prices quoted above shall remain in effect for a period of thirty (30) days from date of bid.


 Contractor Initial

Acknowledgement of preapproved concrete/landscape contractor  (initials)

"Contractor to perform all corrective site work and provide name and references of these subs prior to starting work on site"

In submitting this proposal, it is understood that the contractor shall provide part of this proposal and contain the following information:

- a. Site plan showing staging areas to accomplish the scope of work 
- b. Roof plan showing schedule of construction and location sequence of work 
- c. Name and qualifications of superintendent 
- d. Name and qualifications of Project Manager 
- e. List current work load 
- f. Acknowledgment that Company owner will be in attendance at each weekly meeting 

Acknowledgement of items a-f.....  (initials)

SUBSTANTIAL COMPLETION DATE

After Commitment Approval or Notice to Proceed issued by Fort Bend County all of the work must be substantially completed by the accepted contract days. Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the Owner Designated Representative (ODR).

ADDENDA – (Contractor must list number of Addenda issued or indicate “N/A”. If left blank bid will be disqualified for being incomplete.)

Respondent has received the following Addenda to the Request for Proposals, but agrees and understands that it will be responsible for performing the Work in accordance with all terms and conditions in all Addenda issued in connection with the Request for Proposals, and that its Proposal will be construed to include all requirements of all such Addenda:

Addenda No. 1 N/A (initial)

Addenda No. 3 N/A (initial)

Addenda No. 2 N/A (initial)

Addenda No. 4 N/A (initial)

The undersigned Respondent has carefully examined and considered the Project Site and relevant conditions and circumstances for the Work, information and requirements set out in the Request or Instructions for Proposals, the Drawings and Project Manual/Specifications, and the requirements of the proposed Contract Documents, including the ODR’s Agreement, the Uniform General and Supplemental Conditions, Special Conditions, and Tex. Gov. Code pertaining to Prevailing Wages Rates, in making this Proposal. Capitalized terms used but not otherwise defined in this Proposal Form shall have the same meanings as designated in the Request for Proposals.

The undersigned Proposer further agrees to the following conditions:

1. An incomplete Proposal or one having additional information or other modifications or qualifications inscribed thereon, may be cause for rejection of the entire Proposal.
2. That, if accepted by the Owner ODR, this Proposal becomes a part of the Contract Documents upon the signing of the Contract Agreement and failing to comply with any part of this Bid will be taken as failure of the Proposer to comply with the Contract Documents, and will be just cause for rejection of the Work.
3. That the Owner reserves the right to reject any or all Proposals and waive any or all informalities and irregularities or to accept any Proposal considered advantageous to him.

EXAMINATION OF SITE Contractor acknowledges he or an authorized representative has examined the roofs and is aware of all field conditions (rooftop equipment, penetrations, roof drains, etc.) which may affect the work.

Upon receipt of Notice of Acceptance of this proposal or issuance of a purchase order, within Five (5) calendar days of the date of this proposal, i (or we) agree to execute the formal contract within Five (5) calendar days thereafter, and to deliver an Insurance Certificate, a ONE HUNDRED PERCENT (100%) STATUTORY PAYMENT BOND and a SURETY BOND in the amount of ONE HUNDRED PERCENT (100%) of the contract price for the faithful performance of the contract, as required.

The undersigned agrees to complete all work shown on the drawings and in the specifications within the time limits set forth below subject to additional days that may be added due to inclement weather and/or other justified and reasonable extensions of time as may be approved by the Owner.

Contractors that are awarded contracts shall be prepared to immediately sit down with Fort Bend County Representatives and present a plan that will illustrate how progression of work is to take place to ensure completion of all work.

PROPOSAL SUBMITTED BY:

CS Advantage USAA, Inc.

Company

Abraham Galvan, General Manager

Representative

09/12/22

Date

THE ABOVE PROPOSAL ACCEPTED BY OWNER:

SIGNATURE

NAME PRINTED

TITLE

DATE:

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:
2022-939329

Date Filed:
09/28/2022

Date Acknowledged:
10/04/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CS ADVANTAGE USAA INC
College Station, 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.
BID 22-104
ROOFING

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	galvan, oscar	College Station, TX United States	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)