

- (c) Any revisions made to the Scope of Work, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

3. Substantial and Final Completion.

- (a) Time for performance of the Scope of Services shall begin with Contractor's receipt of Notice to Proceed from County (the "Commencement Date").
- (b) Final Completion of Scope of Services shall be achieved forty-two (42) calendar days from the Commencement Date, or within such time as may be extended in writing by County. County, in its sole discretion and satisfaction, shall determine if the Scope of Services has achieved Final Completion. Upon written request by County, Contractor shall promptly correct any work County reasonably deems defective at Contractor's sole cost and expense, unless County specifically agrees in writing to accept such work.
- (c) Final Acceptance of the Scope of Services shall occur upon County's determination that Final Completion has been achieved and all documents and affidavits required for Contractor's Application for Final Payment have been reviewed and approved by County.

- 4. Liquidated Damages.** Contractor understands and agrees that the timeframes set forth in Section 3 of this Agreement are an essential element of this Agreement. For each consecutive calendar day that the Project has not achieved Final Completion within the time frame provided in this Agreement, County may deduct the amount of two hundred fifty dollars (\$250) per day from any money due or that becomes due to Contractor, not as a penalty but as liquidated damages representing the Parties' estimate of the damages that County will incur for late Final Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.

5. Compensation and Payment Terms.

- (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Contractor's Proposal attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes. The Maximum Compensation to Contractor for the Services performed under this Agreement is One Hundred Eighty-Seven Thousand, Six Hundred Seventy-Five dollars and 00/100 cents (\$187,675.00). In no event shall the amount paid by County to Contractor under

this Agreement exceed said Maximum Compensation without an approved change order.

- (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Contractor's Proposal.
 - (c) All performance of the Scope of Services by Contractor, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
6. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 2 above is One Hundred Eighty-Seven Thousand, Six Hundred Seventy-Five dollars and 00/100 cents (\$187,675.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Eighty-Seven Thousand, Six Hundred Seventy-Five dollars and 00/100 cents (\$187,675.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Eighty-Seven Thousand, Six Hundred Seventy-Five dollars and 00/100 cents (\$187,675.00).
7. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
8. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
9. **Bonds.** Pursuant to Section 2253.021 of the Texas Government Code, Contractor shall provide a Performance Bond and Payment Bond to County. The Performance Bond shall be in an amount equaling one hundred percent (100%) of the total cost of the Project

under this Agreement. The Payment bond shall also be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Agreement.

10. Insurance.

- (a) Prior to commencement of any work for the Project, 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 the Project commences until Final Acceptance of the Project by County and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having 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:
- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (4) Business Automobile Liability coverage 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 the policyholder.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- (c) If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- (d) Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- (f) Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.
- (g) Worker's Compensation Insurance Coverage: In the event Contractor employs any individual to perform any portion of work for the Project, Contractor shall certify in writing to County that Contractor provides Worker's Compensation Insurance coverage for each employee of Contractor employed on the Project pursuant to Section 406.096 of the Texas Labor Code. Contractor shall also ensure that each subcontractor on the Project shall provide such certification relating to coverage of the subcontractor's employees to Contractor, who shall provide the subcontractor's written certification to County.
- (h) Builders Risk Insurance (all risks): At all times until Final Acceptance of the Project by County, Contractor shall procure and maintain in full force and effect a policy of Builder's Risk Insurance specified as follows:
 - (1) The policy shall provide coverage for "all risks" in amount equal to one hundred percent (100%) of the total cost of the Project.
 - (2) The policy shall provide coverage for "all risks" of direct physical loss or damage to all property, materials, equipment, and supplies for the Project, or any portions thereof, whether owned by Contractor or subcontractors of every tier, in which one or more of same has an insurable interest.
 - (3) The Policy shall cover the insurable value of all property, materials, equipment, and supplies at risk and shall contain a waiver of subrogation in favor of Contractor, subcontractors of any tier, and County for any loss or damage sustained during the term of this Agreement.

- (4) Coverage shall include transit and storage in an amount sufficient to protect the property, materials, equipment, and supplies being transported or stored for the Project.
 - (5) The policy shall be issued in the name of Contractor and shall name County as an additional insured.
 - (6) All Builder's Risk Insurance proceeds shall be paid directly to Contractor.
- (i) Loss Deduction Clause: County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of any insurance deductibles shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

11. **Indemnity.**

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL ACCEPTANCE, IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, CAUSED BY OR RESULTING FROM THE ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR BY ANY PERSON EMPLOYED BY CONTRACTOR, OR CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A

RESULT OF CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.

CONTRACTOR SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY IF COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED CONTRACTOR TO PERFORM THE WORK FOR THE PROJECT UNDER THIS AGREEMENT.

CONTRACTOR SHALL FURTHER CAUSE ALL TRADE CONTRACTORS OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION AND/OR INSTALLATION WORK FOR THE PROJECT UNDER THIS AGREEMENT TO AGREE TO INDEMNIFY COUNTY AND TO HOLD IT HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH CONTRACTORS' OR SUBCONTRACTORS' ACTIVITIES FOR THE PROJECT.

CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR THE PROJECT AS PROVIDED IN SECTION 10 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED. ADDITIONALLY, SUCH PROCUREMENT AND MAINTENANCE OF INSURANCE BY CONTRACTOR SHALL NOT LIMIT THE LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT.

12. **Duty to Report and Defend.** Contractor shall timely report to County all such matters arising under Section 11 of this Agreement. Upon the receipt of any claim, demand, suit, action proceeding, lien, or judgment, and no later than the fifteenth day of each month, Contractor shall provide County with a written report on each matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter, and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter. 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 the acts or omissions of Contractor, Contractor shall, nevertheless, fully defend such claim, demand, suit, action, proceeding, lien, or judgment until and unless there is a determination by a court of competent jurisdiction that said acts and/or omissions of Contractor are not at issue in the matter.
13. **Iron or Steel Products.** Pursuant to Section 2252.202 of the Texas Government Code, any iron or steel products produced through a manufacturing process and used for the Project must be produced in the United States unless County determines that such iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality, or will increase the total cost of the Project by more than 20%, or is inconsistent with the public interest.

14. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
15. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Contractor shall be responsible for and acquire all permits for the Project required by law.
16. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
17. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
18. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
19. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing work or services for the Project pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Project.

When performing any work or services on-site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

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

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

indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

21. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on written request.

22. **Inspection of Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services and for verifying compliance with the terms and requirements of this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

23. **Termination.**
 - (a) Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice to Contractor.

 - (b) Termination for Default - County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (1) If Contractor fails to perform any portion of the Scope of Work under Section 2 above within the timeframe(s) provided under this Agreement.

- (2) If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - (3) If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the County in accordance with this Agreement.
 - (c) Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 5, above, for such work provided by Contractor under this Agreement prior to its termination and which has not been previously presented for payment by Contractor to County.
 - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.
24. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event but no later than ten (10) calendar days after, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.
- For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; action of any governmental entity other than County; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.
25. **Time is of the Essence.** Time is of the essence with respect to each and every term, provision, and obligation set forth in this Agreement.

26. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.
27. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
28. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
29. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Facilities Management and Planning
Attn: Facilities Director
301 Jackson Street, Suite 301
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Contractor: Atlas Foundation Repair
8945 Solon Road
Houston, Texas 77064

Within ten (10) calendar days of the Effective Date of this Agreement, Contractor shall designate in writing a representative to be County's primary contact during the term of this Agreement and such representative shall be available as required for the benefit of the Project and County.

30. **Performance Representation.**
 - (a) Contractor represents to County that Contractor has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the work provided hereunder

will be performed and delivered in accordance with the highest professional standards.

- (b) Contractor warrants to County that materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by in writing by County. Contractor further warrants that the construction for the Project will be free from material faults and defects and, will materially conform to all requirements and specifications contained in all Exhibits attached hereto.

- 31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
- 32. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
- 33. **Severability.** In case any one or more of the provisions contained in this Agreement 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 this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 34. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
- 35. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
- 36. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.

37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to

authenticate this writing and shall have the same force and effect as the use of manual signatures.

41. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KP George

KP George, County Judge

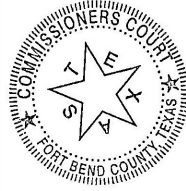
November 12, 2024

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



ATLAS FOUNDATION REPAIR COMPANY

[Signature]

Authorized Agent – Signature

Kristin Sorenson

Authorized Agent- Printed Name

Office Manager

Title

10/24/2024

Date

APPROVED:

[Signature]
James Knight, Director
Facilities Management and Planning

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 187,675.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

[Signature]

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\facilities\crain group (24-fac-100502)\agreement with crain group, llc.docx - aw

EXHIBIT A

**Plumbing and Foundation Repairs at Hobby Boys & Girls Club for
Fort Bend County
RFP 24-071**



THE UNIVERSITY OF CHICAGO LIBRARY

1000 S. EAST ASIAN BLDG.

CHICAGO, ILL. 60607

Bill Elam
Sales Representative
Atlas Foundation Repair
belam@atlasfoundation.net
713 202-2352

Fort Bend County Purchasing Dept.
5525 Hobby Rd
Houston, TX 77053

Dear Fort Bend County Purchasing Dept,

Subject: Letter of Transmittal for the project at 5525 Hobby Rd

I am pleased to transmit the finalized proposal and associated documents for the plumbing and foundation repair project proposed for 5525 Hobby Rd. Enclosed, you will find comprehensive details outlining the scope of work, project timeline, and cost estimate as per our discussions and your requirements.

Project Overview: Our proposal addresses the critical plumbing and foundation issues identified during our assessment. The scope includes:

1. **Plumbing Remediation:**
 - Detailed assessment and repairs to the existing plumbing system, including inspection and replacement of damaged pipes, fixtures, and fittings.
2. **Foundation Repair:**
 - Evaluation and mitigation of foundation issues to stabilize the structure.
 - Application of suitable repair methods to address foundation issue

Project Deliverables:

- Quality assurance measures to ensure compliance with industry standards.
- Regular progress updates and communication throughout the project duration.

Next Steps: We kindly request your review and approval of the enclosed proposal. Upon acceptance, we will initiate the necessary preparations to commence work promptly.

Thank you for the opportunity to collaborate on this project. We look forward to your favorable response and to delivering exceptional results.

Sincerely,

Bill Elam
Sales Representative
Atlas Foundation Repair

Table of Contents

1. Cost
2. Understanding Scope of Work
3. Firm's Experience
4. Proposed Schedule
5. Vendor Forms

****Executive Summary****

****Client:**** Fort Bend County

****Project:**** Plumbing and Foundation Repair for Hobby Boys and Girls Club

****Summary:****

Fort Bend County is committed to ensuring the safety and longevity of its community facilities. This project focuses on the Hobby Boys and Girls Club, a vital resource for local youth, which requires critical foundation repairs and plumbing upgrades. The primary goal is to enhance the structural integrity and operational efficiency of the club, ensuring it continues to serve the community effectively.

****Scope of Work:****

1. Foundation Repair:

- Install 55 Foundation Plus Pilings
- Implement hydraulic lifting techniques to correct foundation settlement.
- Utilize premium grade materials for stabilizing foundation and ensuring long-term durability.

2. Plumbing Rehabilitation:

- Replace damaged pipes and fixtures with high-quality materials to enhance performance and prevent future issues.
- Conduct pressure testing and flow analysis to confirm optimal system functionality.

****Project Goals:****

- Restore structural integrity to the foundation to prevent further damage and ensure safety.
- Enhance plumbing system efficiency and reliability to meet operational needs.

- Complete all repairs within scheduled timelines and budgetary constraints.

****Team Expertise:****

Atlas Foundation Repair brings a team of experienced professionals equipped with specialized knowledge in foundation repair and plumbing rehabilitation. Our commitment to quality craftsmanship and client satisfaction ensures the successful completion of every project.

****Conclusion:****

We are dedicated to delivering exceptional results for the plumbing and foundation repair project in Fort Bend County. By addressing these critical issues promptly and effectively, Atlas Foundation Repair aims to exceed expectations and contribute to the long-term resilience of the infrastructure.

****Contacts****

Project Lead:

Bill Elam

belam@atlasfoundation.net

713-202-2352

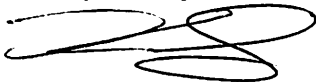
Accounting Contact:

Kristin Sorenson

ksorenson@atlasfoundation.net

713-641-4844

Respectfully submitted,



Kristin Sorenson

Office Manager

RFP 24-071
Plumbing and Foundation Repairs at Hobby Boys & Girls Club

Exhibit I: Pricing

Total Bid

\$ 187,675

Calendar days for completion

42

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated 7/8/2024

Received 

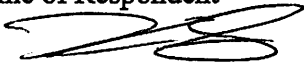
Addendum No 2 dated _____

Received _____

Addendum No 3 dated _____

Received _____

Atlas Foundation Repair
Name of Respondent


Signature of Authorized Representative

Kristin Sorenson
Printed Name of Representative



8945 Solon Road, Houston, TX 77064 • (713) 641-4844 • Fax (713) 928-5221 • AtlasFoundation.net

AGREEMENT

Atlas Foundation Repair Company, called the contractor and Client, defined below, agree that contractor will perform the following described work to the described building or structure defined in client section below.

Date 07-11-2024 **Job Number** PR590823

Site Address 5525 Hobby Rd, Houston, Harris, TX 77053

Client Details

Jason Henry
[\(281\) 850-5055](tel:(281)850-5055)
 5525 Hobby Rd
 Houston, Harris, TX 77053

Sales Representative

Bill Elam
[\(713\) 202-2352](tel:(713)202-2352)
belam@atlasfoundation.net

Recommended Plan

Pilings	Quantity
Access Hole No warranty	6
Exterior Piling Warranty: One Year Unconditional, after one year \$75 per piling adjusted +/- U.S. Consumer Price Index Base Price: Commercial Foundation Plus	15
Interior Piling Warranty: One Year Unconditional, after one year \$75 per piling adjusted +/- U.S. Consumer Price Index Base Price: Commercial Foundation Plus	40
Plumbing	Quantity
Existing Pipe	112 ft
Fixture Connection Base Price: 1 Year Warranty	32
Lateral Piping Exterior 1 yr limited warranty Base Price: Commercial	11 ft
Lateral Piping Under Structure 1 yr limited warranty Base Price: Under structure	238 ft
Permit & Backfill Letter	1

Excavation		Quantity
Debris Removal		
Base Price: Per hour		0 Hour
Tunneling w/ Backfill copy		
Base Price:		243 ft
Elevation		Quantity
Tunneling w/ Backfill		
Base Price:		262 ft
<hr/>		
	Subtotal	\$187,675.00
	Total	\$187,675.00

Payment

Deposit	\$400.00
Balance	\$187,275.00

Payment Terms:

Payment for services to be paid:

- (50%) \$93,637.50 When work begins
- (50%) \$93,637.50 Balance due upon work completion

Deposit is non-refundable.

Notes:

No blueprints on building. If interior poly option is used, identifying any builders piers or tie-ins pre lift will be required.

1. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted, but Contractor does not guarantee longevity of plants and cannot be held responsible for the landscaping of the yard.
2. Contractor is not responsible for damage to plumbing resulting from deterioration or pre-existing problems and leaks. Contractor will only repair damage to water and sewer lines hit by Contractor while excavating for piling installation. In addition, leaks which may occur during movement, leveling, or stabilization of the structure are the sole responsibility of the Client.
3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Client is responsible for replacing or reinstalling floor coverings, paver and brickwork. When inside supports are recommended, Contractor will only replace hardwood flooring with plywood and screeds. Client is responsible for flooring.
4. Any existing piers that must be chipped and cut away will be charged to the owner at a cost of \$250 each. IN FOUNDATION ADJUSTMENTS, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL, IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASES THE WARRANTY BECOMES INVALID.

Detail Plan



Jason Henry
 5525 Hobby Rd
 Houston, TX, 77053
 (281) 850-5055
 July 11, 2024



Access Hole	6	#SEQ# Exterior Piling	15
#SEQ# Interior Piling	40	Existing Pipe	112 ft
Fixture Connection	32	Lateral Piping Exterior	11 ft
Lateral Piping Under Structure	238 ft	Tunneling w/ Backfill copy	243 ft
Tunneling w/ Backfill	262 ft		

Plain Concrete Patches quantity:

40

Rainbow Peagravel Patches quantity:

0

Brown Peagravel Patches quantity:

0

Foundation Type:

SLAB

Front Siding Type Type:

Brick

Side Siding Type Type:

Brick

Back Siding Type Type:

Understanding Scope of Work

Atlas Foundation Repair is equipped with the expertise and experience to efficiently manage foundation and plumbing repairs for Fort Bend County. Our knowledgeable staff is trained to oversee the scope of work, while our administration team stays informed through daily reports from field supervisors. On-site supervisors provide daily updates to the management, ensuring that the repair processes smoothly. Having successfully completed multiple projects for Fort Bend County, we are eager to accomplish another impactful repair.

Firm's Experience

Atlas Foundation Repair values our knowledgeable employees and has been proudly serving Texas since 1977. Listed below are successful projects we have completed; we know our experienced employees can complete another successful repair for Fort Bend County.

5/15/2023 – 8/3/2023

Our Lady of Perpetual Help Retreat Center

3417 W Little York Rd, Houston, TX 77091

Long Nguyen 713-894-7443

Installed 100 exterior pilings, 3000 Sq Ft Polyurethane injections to lift the interior. Repaired plumbing, 932' Tunnel, 14 access holes, 135 plumbing fixtures. \$350,000

4/23/24 – 6/7/2024

Gulf Coast Regional Blood Center

1400 La Concha, Houston, TX 77054

Vu Nguyen 832-283-1986

Installed 16 exterior pilings, 1161 Sq Ft Polyurethane injections to lift the interior. Repaired plumbing, 391' Tunnel, 5 access holes, 8 plumbing fixtures. \$188,600

6/24/2023 – 7/14/2023

Fort Bend ISD

12550 Emily Ct, Sugar Land, 77478

Allen Petroski 281-682-8362

3000 Sq Ft Polyurethane injections to lift the interior. Repaired plumbing, 120' Tunnel, 2 access holes, 8 plumbing fixtures. \$64,200

Proposed Schedule

Dig 262' Tunnel: 3 Weeks

Install Foundation Repair: 1 Week

Repair Plumbing: 1 Week

Backfill 262' Tunnel: 1 Week

6 Weeks Total



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Atlas-Gulf Coast, Inc			
Business Name (if different from legal name)	Atlas Foundation Repair			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?	
Federal ID # or S.S. #	74-2066810	SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE				
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____			
Remittance Address	8945 Solon Rd			
City/State/Zip	Houston, TX 77064			
Physical Address	8945 Solon Rd			
City/State/Zip	Houston, TX 77064			
Phone Number	713-641-4844			
E-mail	Belam@atlasfoundation.net			
Contact Person	Bill Elam			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)	238110			
Signature of Authorized Representative				
Printed Name	Kristin Sorenson			
Title	office manager			
Date	7/19/2024			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Atlas-Gulf Coast, Inc

2 Business name/disregarded entity name, if different from above
Atlas Foundation Repair

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8945 Solon Rd

6 City, state, and ZIP code
Houston, TX 77064

7 List account number(s) here (optional)

Requester's name and address (optional)

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

7	4	-	2	0	6	6	8	1	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

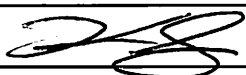
Under penalties of perjury, I certify that:

- 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 ▶

7/19/2024

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-INT (interest earned or paid)

- 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.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 74-2066810

Company Name submitting Bid/Proposal: Atlas-Gulf Coast, Inc

Mailing Address: 8945 Solon Rd, Houston, TX 77064

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

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

N/A

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

Fort Bend County Tax Acct. No.*

Property address or location**

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.

[City and State]



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

July 8, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 24-071 – Plumbing and Foundation Repairs at Hobby Boys & Girls Club

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Mandatory Pre-RFP conference scheduled for July 9, 2024 has been re-scheduled to Thursday, July 11, 2024 at 11:00AM.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at brooke.lindemann@fortbendcountytx.gov

Atlas-Gulf Coast, Inc.

Company Name

Signature of person receiving addendum

7/19/2024

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Atlas-Gulf Coast, Inc

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in black ink, appearing to read "Kristin Sorenson".

Contractor Signature

7/19/2024

Date

Kristin Sorenson

Printed Name

Office Manager

Title

EXHIBIT B

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
County Purchasing Agent

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

July 8, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 24-071 – Plumbing and Foundation Repairs at
Hobby Boys & Girls Club

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Mandatory Pre-RFP conference scheduled for July 9, 2024 has been re-scheduled to Thursday, July 11, 2024 at 11:00AM.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at brooke.lindemann@fortbendcountytexas.gov

Company Name

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer

**AMENDED 7/8/2024*

*Fort Bend County, Texas
Request for Proposals*



*Plumbing and Foundation Repairs at
Hobby Boys & Girls Club for Fort Bend County
RFP 24-071*

SUBMIT SEALED PROPOSALS TO:

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

****NOTE:**

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

SUBMIT NO LATER THAN:

Tuesday, July 23, 2024
2:00 PM (Central)

LABEL ENVELOPE:

RFP 24-071
Plumbing & Foundation

***ALL SUBMITTALS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

SUBMITTALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES PUBLICLY READ.

SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

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

Requests for information must be in
writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 6/24/2024
Issued: 6/30/2024



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)					
Business Name (if different from legal name)					
Type of Business		Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #			SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE					
Publicly Traded Business		___ No ___ Yes Ticker Symbol _____			
Remittance Address					
City/State/Zip					
Physical Address					
City/State/Zip					
Phone Number					
E-mail					
Contact Person					
Check all that apply to the company listed above and provide certification number.		DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
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)					
Signature of Authorized Representative					
Printed Name					
Title					
Date					

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Sealed Proposals (“Proposals or RFP”) for selection of a Contractor (“Respondent”) to complete plumbing and foundation repairs for the Hobby Boys & Girls Club (“Project”), located in Houston, Texas, in accordance with the terms, conditions and requirements as specified herein.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Brooke Lindemann
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Brooke.Lindemann@fortbendcountytexas.gov
Phone: 281.344.3929

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, three (3) paper copies, and one (1) electronic response on flash drive are required by RFP opening time of **2:00 PM on Tuesday, July 23, 2024**. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R24-071
Purchasing Department	Due Date: July 23, 2024
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Plumbing & Foundation

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at

once request in writing an interpretation from the County’s Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County’s Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is **Tuesday, Jul 16, 2024 at 9:30 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	June 30, 2024
*Pre-RFP conference:	July 11 July 9, 2024
Deadline for Questions:	July 16, 2024
Submission Due Date:	July 23, 2024
Evaluation of Submissions:	Week of July 28th
Commissioners Court Permission to Negotiate:	August 13, 2024
Negotiations:	Beginning August 14, 2024
Final Contract Approval Commissioners Court:	September 10, 2024

***9.0 MANDATORY PRE-RFP CONFERENCE AND SITE VISIT:**

A mandatory pre-RFP conference with mandatory site visit will be conducted on **Tuesday, July 11 ~~July 9~~, 2024, at 11:00AM (CST)**. The mandatory pre-RFP conference and site visit will be held at the Hobby Boys & Girls Club, 5525 Hobby Rd, Houston, TX 77053. Due to the nature of the project, the pre-RFP conference and site visit is **MANDATORY**. It is necessary for all interested vendors to view the site. This is the only date and time vendors will be permitted to view the site and take measurements.

10.0 RETENTION OF RESPONDENT’S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to ny other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

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

19.0 PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

20.0 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.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

- 21.1 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 firms 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.
- 21.2 On-line instructions:
- 21.2.1 Name of governmental entity is to read: Fort Bend County
- 21.2.2 Identification number use: RFP 24-071
- 21.2.3 Description is: Plumbing and Foundation Repairs at Hobby Boys & Girls Club
- 21.3 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.

22.0 INSURANCE:

- 22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, 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.
- 22.2 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:

- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 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.
- 22.2.3 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.
- 22.2.4 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.
- 22.3 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, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 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.
- 22.5 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

23.0 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.

- 23.1 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.
- 23.2 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.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 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.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 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.

24.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. 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: TX20240247 06/14/2024

Superseded General Decision Number: TX20230247

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)(1).

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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

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 \$12.90 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 2024.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date	Rates	Fringes
0	01/05/2024		
1	06/14/2024		
ASBE0022-009 07/03/2023			
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)		\$ 28.35	16.02
BOIL0074-003 07/01/2023			
BOILERMAKER		\$ 37.00	24.64
CARP0551-008 04/01/2021			
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)		\$ 25.86	9.08
ELEC0716-005 08/29/2023			
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)		\$ 34.50	10.41
*ELEV0031-003 01/01/2024			
ELEVATOR MECHANIC		\$ 51.32	37.885+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 06/01/2023		
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
PLAS0783-001 04/01/2023		
PLASTERER	\$ 31.34	10.30
PLUM0068-002 10/01/2023		
PLUMBER	\$ 34.86	11.68
PLUM0211-010 10/01/2023		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.31	12.61
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
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87 **	0.00

GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87 **	0.73
IRONWORKER, REINFORCING	\$ 12.10 **	0.00
LABORER: Common or General	\$ 10.79 **	0.00
LABORER: Mason Tender – Brick	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50 **	0.00
LABORER: Pipelayer	\$ 12.94 **	0.00
LABORER: Roof Tearoff	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation	\$ 9.49 **	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93 **	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22 **	0.34
OPERATOR: Forklift	\$ 15.64 **	0.00
OPERATOR: Grader/Blade	\$ 13.37 **	0.00
OPERATOR: Loader	\$ 13.55 **	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77 **	4.51
ROOFER	\$ 15.40 **	0.00

SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00 **	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00 **	0.00
TILE SETTER	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck	\$ 12.00 **	4.11
WATERPROOFER	\$ 14.39 **	0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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) (iii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

25.0 PERMITS:

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

26.0 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 project will be deemed a separate project 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 project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

27.0 NAME BRANDS:

Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

28.0 SPECIFICATIONS AND REQUIREMENTS:

The Hobby Boys & Girls Club (located at 5525 Hobby Rd, Houston, TX 77053) requires plumbing and foundation repairs. Sewer lines under the building are causing poor draining and foundation issues. Contractor is to provide all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the repairs.

28.1 Contractor is responsible for taking elevation readers of the foundation at the facility and repairing with concrete pilings, steel piers or approved equal.

- 28.2 Contractor is responsible for evaluating the plumbing at the facility and repairing the underground sewer lines.
- 28.3 Contractor is responsible for taking all field measurements of the foundation and plumbing.
- 28.4 Successful vendor to provide drawings detailing the proposed repair prior to the commencement of any work. Work may begin after Facilities Management and Planning Department's written approval.
- 28.5 Contractor to clean the site and remove debris daily.
- 28.6 Contractor is responsible for all required permits.
- 28.7 Contractor to provide hydrostatic test after foundation and plumbing repairs are complete.
- 28.8 All repairs to interior finishes will be the owner's responsibility and not included in this solicitation.
- 28.9 Contractor to repair any flatwork, holes in slab, landscaping, plumbing, electrical, and/or utilities damaged during the project.
- 28.10 Work hours are Monday – Friday, 8:00am – 5:00pm to minimize building downtime. Any work hours outside of this schedule will require the successful vendor to request approval from the Facilities Management and Planning Department.

29.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 29.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Cost

- 2 Understanding Scope of Work
- 3 Firm's Experience
- 4 Proposed Schedule
- 5 Overall Completeness of Proposal

29.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

29.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

29.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Cost (weight factor = 60%)

- Complete Exhibit I.

Tab 2

Understanding Scope of Work (weight factor = 10%)

- Respondents must express, in detail, their understanding of this specific project. In addition, describe how the project requested will be provided and managed. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Tab 3

Firm's Experience (weight factor = 15%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing general contracting services for foundation and plumbing repairs for similar facilities. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, detailed description of project, completion date, final cost, the client, and a contact person and phone number.

Tab 4

Proposed Schedule (weight factor = 10%)

- Provide project schedule.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Required Proof of Insurance
- Completed Respondent forms
- Completed W9 form
- Completed debt form
- Completed Contractor Acknowledgement of Stormwater Management Program form

30.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

31.0 RETAINAGE:

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

32.0 LIQUIDATED DAMAGES:

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

33. 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 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 REQUIRED FORMS:

All respondents 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
- 35.4 Contractor Acknowledgement of Stormwater Management Program

36.0 EXHIBIT:

- Exhibit I: Pricing
- Exhibit II: As-Built Drawings

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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-INT (interest earned or paid)
- 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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title

RFP 24-071
Plumbing and Foundation Repairs at Hobby Boys & Girls Club

Exhibit I: Pricing

Total Bid

\$ _____

Calendar days for completion _____

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated _____ Received _____

Addendum No 2 dated _____ Received _____

Addendum No 3 dated _____ Received _____

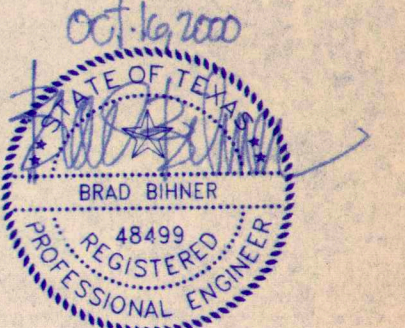
Name of Respondent

Signature of Authorized Representative

Printed Name of Representative



Structural Engineer
 Bihner Engineering, Inc.
 8308 W. Little York Rd.
 Houston, TX 77040
 713-690-1555
 713-690-5846 fax



BIHNER
 Engineering, Inc.
 8308 WEST LITTLE YORK ROAD
 HOUSTON, TEXAS 77068 (713) 690-1555

PROJECT NAME
 South Post Oak
 Community Center

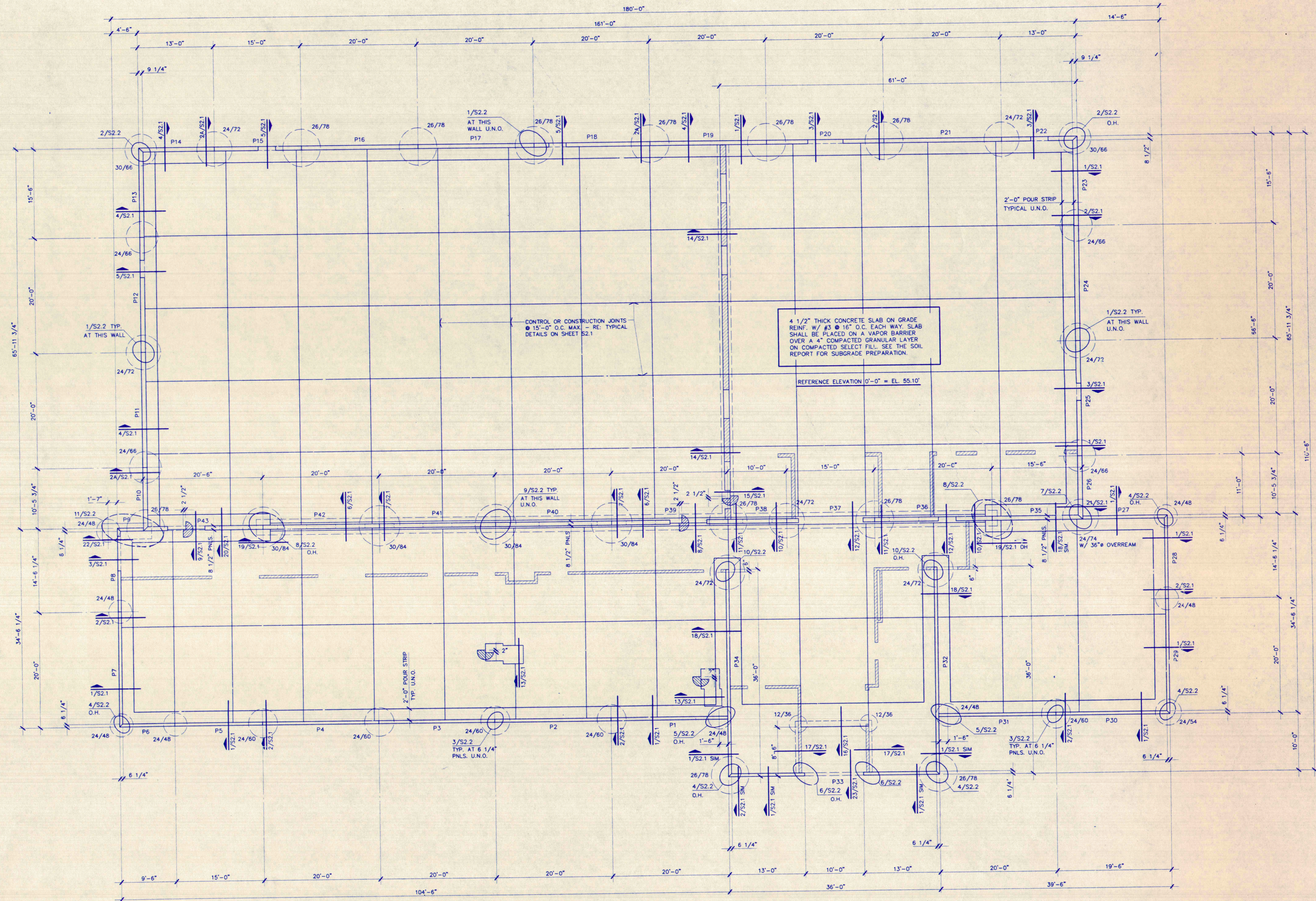
PROJECT ADDRESS
 Hobby Road
 Houston, Texas 77053

PROJECT NUMBER
 2000145

ISSUE DATE
 16 October 2000

ISSUED FOR
 Construction

REVISIONS



NOTES:
 RE: SHEET S2.1 FOR FOOTING SCHEDULE.
 RE: SHEET S2.2 FOR GENERAL NOTES.

Foundation Plan

1/8" = 1'-0"



SHEET TITLE
 Foundation Plan

SHEET NUMBER
 S1.1

© 2000 Kirksey



PROJECT NAME
 South Post Oak
 Community Center

PROJECT ADDRESS
 Hobby Road
 Houston, Texas 77053

PROJECT NUMBER
 2000145

ISSUE DATE
 16 October 2000

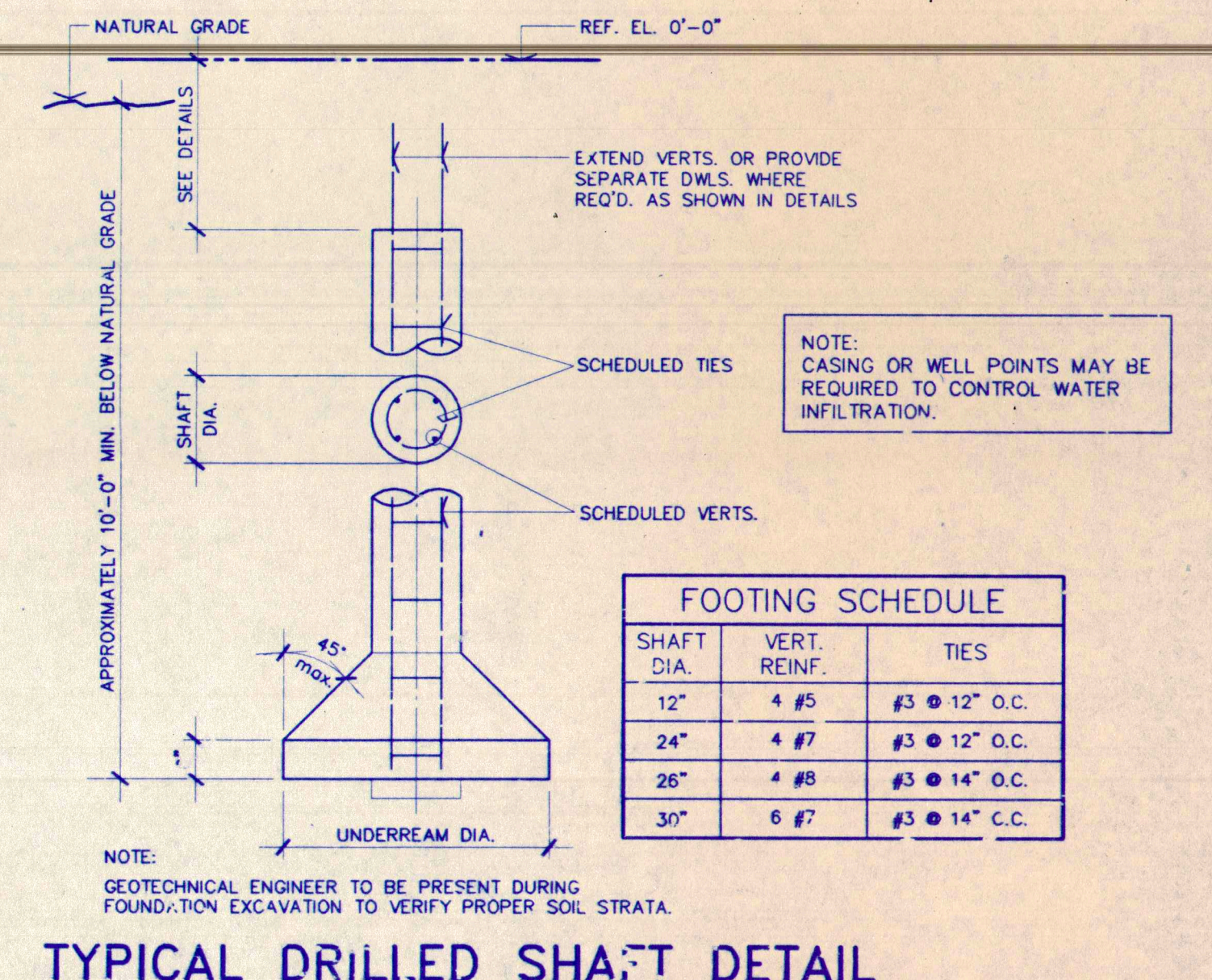
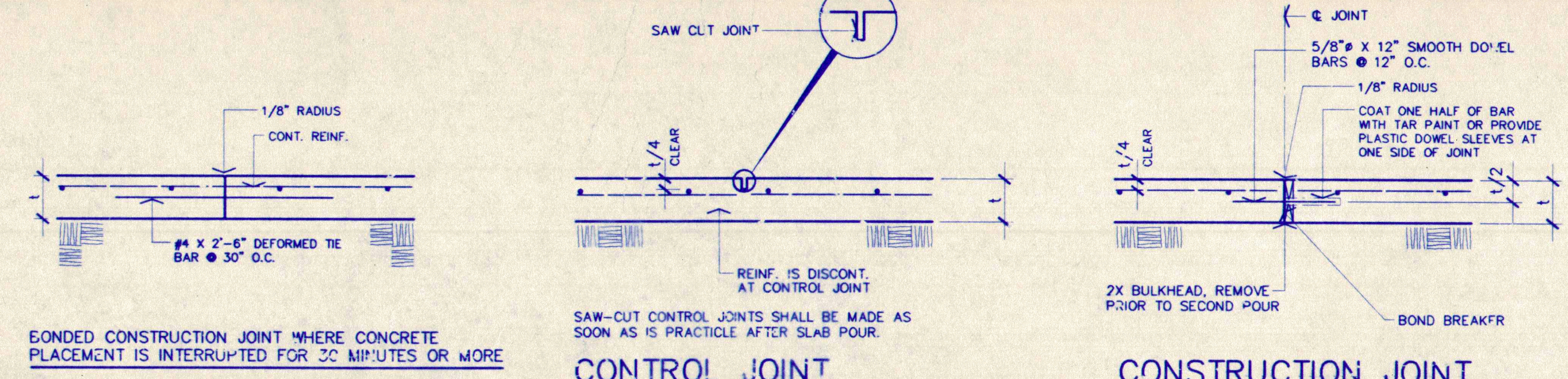
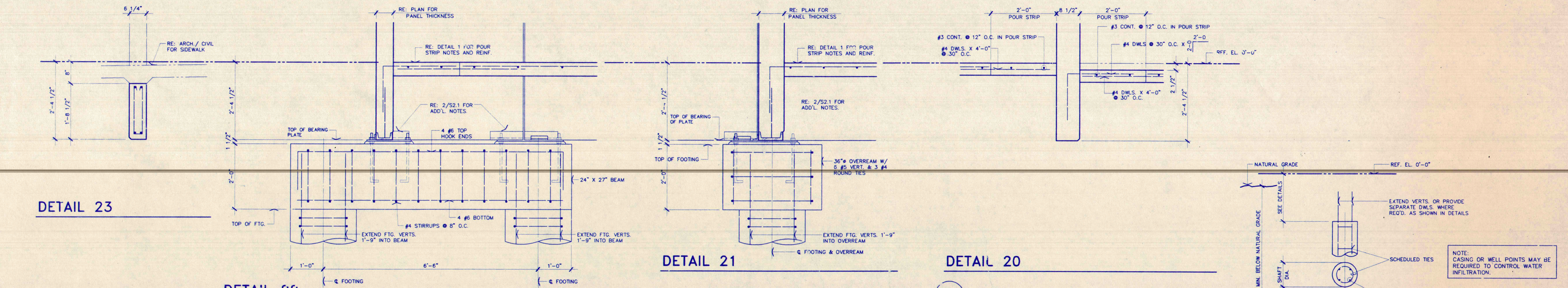
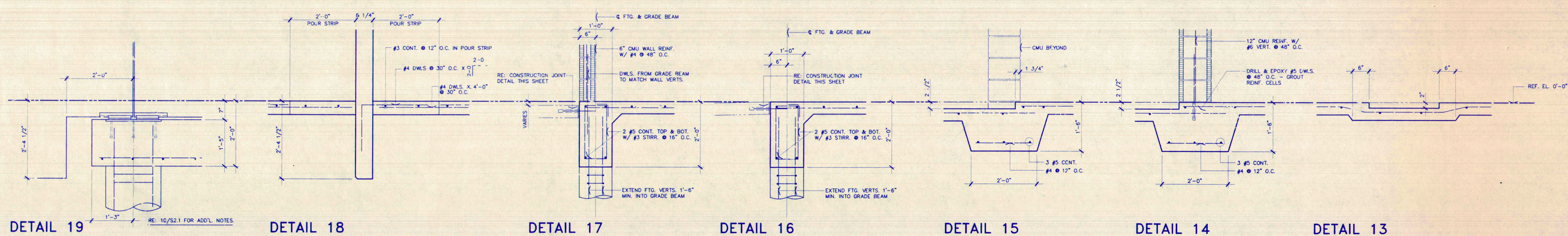
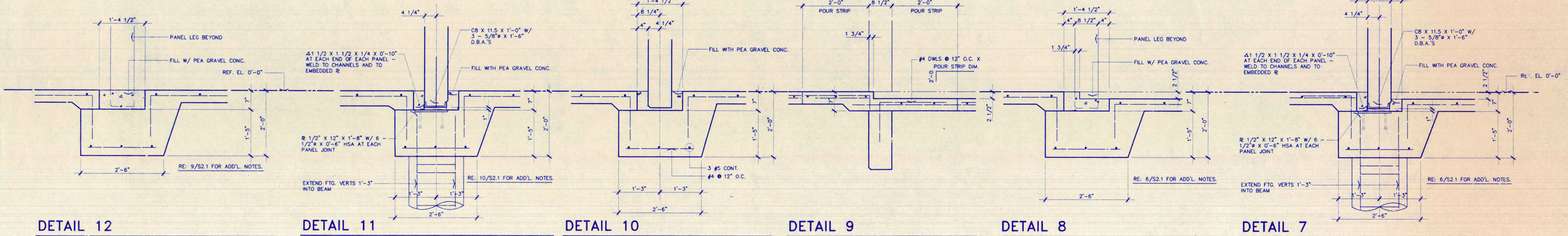
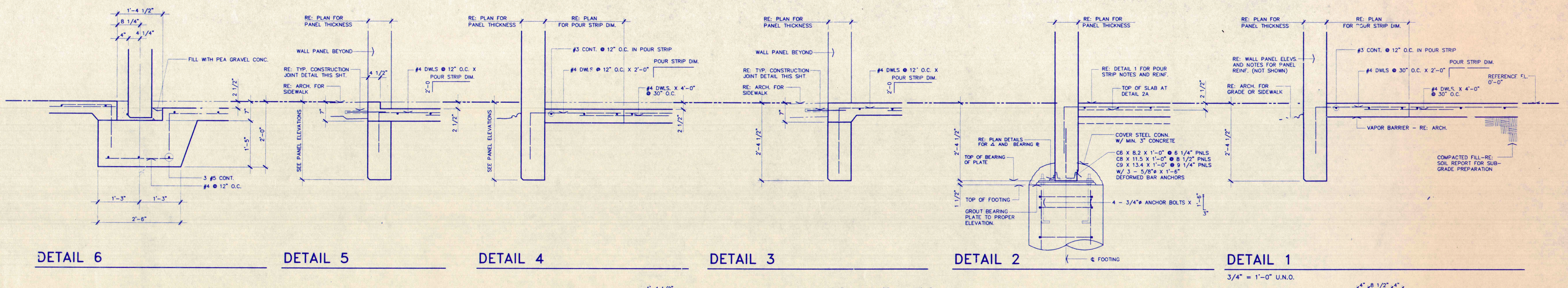
ISSUED FOR
 Construction

REVISIONS

SHEET TITLE
 Foundation Details

SHEET NUMBER
S2.1

© 2000 Kirksey



FOUNDED CONSTRUCTION JOINT WHERE CONCRETE PLACEMENT IS INTERRUPTED FOR 30 MINUTES OR MORE

SAW-CUT CONTROL JOINTS SHALL BE MADE AS SOON AS IS PRACTICABLE AFTER SLAB POUR.

2X BULKHEAD, REMOVE PRIOR TO SECOND POUR

BOND BREAKFR

TYPICAL DRILLED SHAFT DETAIL

GENERAL NOTES

THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE HOUSTON BUILDING CODE, 1988 EDITION. THE DESIGN LOADS ARE AS FOLLOWS:

ROOF LIVE LOAD	20 PSF
SPRINKLER LOAD	3 PSF
MECHANICAL LOAD	ACTUAL
WIND LOAD	BASIC WIND SPEED 90 MPH EXPOSURE B

THE FOUNDATION FOR THE STRUCTURE HAS BEEN DESIGNED BASED ON THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER, GROUND TECHNOLOGY, INC., AS PRESENTED IN THEIR REPORT NUMBER G0036 DATED AUGUST 15, 2000. THE FOLLOWING ALLOWABLE BEARING PRESSURES WERE USED TO PROPORTION THE FOUNDATION AT A DEPTH OF TEN FEET BELOW NATURAL GRADE (SEE THE GEOTECHNICAL REPORT FOR DEPTH REQUIREMENTS):

TOTAL LOAD	3,000 PSF
------------	-----------

ANY FOUNDATION CONDITIONS WHICH DIFFER FROM THOSE DESCRIBED IN THE GEOTECHNICAL REPORT SHALL BE REPORTED IMMEDIATELY TO THE STRUCTURAL ENGINEER.

PRINCIPAL OPENINGS ARE SHOWN ON THE DRAWINGS. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR SLEEVES, CURBS, INSERTS, SMALL OPENINGS, ETC.

PROVIDE CRACK CONTROL JOINTS AT SLAB ON GRADE AREAS AS INDICATED ON FOUNDATION PLAN. REFER TO SHEET S2.1 FOR TYPICAL CONTROL AND CONSTRUCTION JOINT DETAILS.

CONCRETE IN THE FOLLOWING AREAS SHALL HAVE NATURAL SAND FINE AGGREGATES, NORMAL WEIGHT COARSE AGGREGATES CONFORMING TO ASTM C33, TYPE I PORTLAND CEMENT, AND SHALL HAVE THE FOLLOWING DESIGNATED COMPRESSIVE STRENGTH (F_C) IN 28 DAYS:

FOOTINGS	3000 PSI
GRADE BEAMS	3000 PSI
SLAB ON GRADE	3000 PSI
WALL PANELS	3000 PSI (RECOMMEND 2500 PSI MIN. AT LIFTING)

ROOF SLAB SHALL BE LIGHTWEIGHT INSULATING FILL, A MINIMUM OF 3 INCHES THICK ON CORRUGATED, SLOTTED AND GALVANIZED PERMANENT METAL FORMS. METAL FORMS SHALL BE 26 GAUGE COLD FORMED STEEL CONFORMING TO ASTM A444, GRADE E. METAL FORMS SHALL BE 1/2 INCH THICK AND SHALL HAVE A MINIMUM SECTION MODULUS OF 0.075 INCHES CUBED PER FOOT OF WIDTH. METAL DECK SHALL BE WELDED TO SUPPORTING MEMBERS IN ACCORDANCE WITH THE DECK MANUFACTURER'S RECOMMENDATIONS.

LIGHTWEIGHT INSULATING ROOF FILL SHALL HAVE PERLITE OR VERMICULITE AGGREGATES CONFORMING TO ASTM C532, TYPE I PORTLAND CEMENT. ROOF FILL SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (F_C) OF 150 PSI AT 28 DAYS AND SHALL HAVE A MINIMUM DRY DENSITY OF 25 PCF AND A MAXIMUM DRY DENSITY OF 30 PCF.

ROOF OVER ENTRY SHALL BE STANDING SEAM PANELS ON TYPE B PAINTED METAL DECK. METAL DECK SHALL BE 22 GA. COLD FORMED STEEL, CONFORMING TO ASTM A444, GRADE E. METAL DECK SHALL BE 1/2 INCHES THICK AND SHALL HAVE A MINIMUM SECTION MODULUS OF 0.186 INCHES CUBED PER FOOT OF WIDTH. METAL DECK SHALL BE WELDED TO SUPPORTING MEMBERS IN ACCORDANCE WITH THE DECK MANUFACTURER'S RECOMMENDATIONS.

CORNER BARS SHALL BE PROVIDED AT ALL GRADE BEAM CORNERS AND INTERSECTIONS. BARS SHALL BE PLACED TOP AND BOTTOM AND SHALL BE 4 FOOT LONG BENT 90 DEGREES AT THE CENTER AND SIZED TO MATCH THE GRADE BEAM REINFORCING.

CONCRETE REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60. NUMBER THREE BARS MAY CONFORM TO ASTM A615, GRADE 40.

REINFORCING BARS MAY NOT BE WELDED WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER.

DETAILING OF CONCRETE REINFORCEMENT AND ACCESSORIES SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE AMERICAN CONCRETE INSTITUTE STANDARDS ACI 301-89. MIXING, TRANSPORTING, PLACING AND CURING OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301-89.

CONCRETE COVER PROTECTION FOR REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-89, SECTION 7.7.

HORIZONTAL JOINTS WILL NOT BE PERMITTED IN CONCRETE CONSTRUCTION EXCEPT AS SHOWN ON THE STRUCTURAL DRAWINGS. ALL CONSTRUCTION JOINTS SHALL BE MADE WITH A VERTICAL BULKHEAD AND KEY WAY, AT LOCATIONS APPROVED BY THE STRUCTURAL ENGINEER.

STRUCTURAL STEEL ROLLED SHAPES AND PLATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36.

STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500. STEEL PIPE USED AS COLUMNS MAY CONFORM TO EITHER ASTM A501 OR ASTM A53, TYPE E OR S, GRADE B.

SPICING OF STRUCTURAL STEEL MEMBERS IS PROHIBITED WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.

CONNECTION BOLTS FOR STRUCTURAL STEEL MEMBERS SHALL CONFORM TO ASTM A325, AND SHALL HAVE HARDENED WASHERS UNDER THE TURNED ELEMENT.

ANCHOR BOLTS SHALL CONFORM TO ASTM A307, UNLESS NOTED OTHERWISE.

STRUCTURAL STEEL DETAILS AND CONNECTIONS SHALL CONFORM TO THE STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.

WELDING SHALL CONFORM TO THE STANDARDS OF THE AMERICAN WELDING SOCIETY. ELECTRODES FOR ALL FIELD AND SHOP WELDING SHALL CONFORM TO AWS STANDARDS, CLASS E70XX.

GROUT UNDER BASE PLATES SHALL BE NONSHRINKABLE TYPE AND SHALL HAVE A DESIGNATED COMPRESSIVE STRENGTH OF 5000 PSI.

HEADED STUDS (H.S.A.) AND DEFORMED BAR ANCHORS (D.B.A.) SHALL BE NELSON OR KSM OR APPROVED EQUAL. STUDS AND BAR ANCHORS SHALL BE AUTOMATICALLY END WELDED WITH SUITABLE WELDING EQUIPMENT IN THE SHOP OR FIELD. ALL WELDS SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE NELSON OR KSM STUD COMPANY.

OPEN WEB STEEL JOISTS AND BRIDGING SHALL CONFORM TO THE STANDARDS OF THE STEEL JOIST INSTITUTE, FOR THE JOIST TYPE INDICATED ON PLANS.

BRIDGING SHALL BE WELDED TO SUPPORTING MEMBERS, EXCEPT AS INDICATED AT EXPANSION JOINTS. JOISTS AT COLUMN LINES SHALL BE FIELD BOLTED DURING ERECTION WHERE COLUMNS ARE NOT FRAMED ON BOTH SIDES WITH STRUCTURAL STEEL BEAMS.

SPRINKLER LINES SHALL BE HUNG SO THAT NOT MORE THAN 3 PSF SHALL BE APPLIED TO ANY ONE FRAMING MEMBER. THE METHOD OF HANGER ATTACHMENT SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

CONCRETE SHALL HAVE NATURAL SAND FINE AGGREGATE AND NORMAL WEIGHT FINE AGGREGATES CONFORMING TO ASTM C404, TYPE I OR II PORTLAND CEMENT CONFORMING TO ASTM C150, TYPE S HYDRATED LIME CONFORMING TO ASTM C207, AND POTABLE WATER. GROUT SHALL CONFORM TO ASTM C476 AND SHALL HAVE A COMPRESSIVE STRENGTH (F_C) OF 1500 PSI AT 28 DAYS. AGGREGATE CONFORMING TO ASTM C33, MAXIMUM SIZE 3/8 INCH MAY BE USED. SLUMP SHALL BE BETWEEN 7 INCHES AND 9 INCHES.

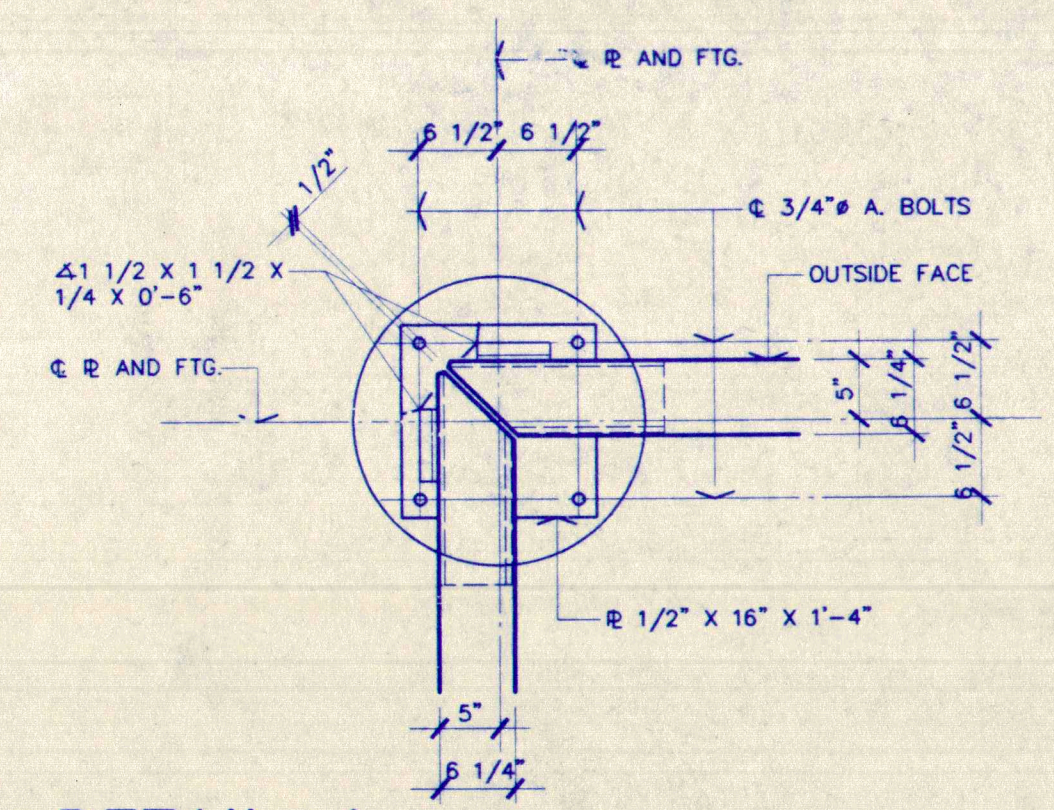
PROVIDE 2 #5 CONTINUOUS IN BOND BEAMS UNLESS NOTED OTHERWISE.

REINFORCEMENT PLACED IN BOND BEAMS SHALL BE LAPPED A MINIMUM OF 36 BAR DIAMETERS AT SPICES. PROVIDE CORNER BARS OF EQUIVALENT SIZE LAPPED 36 BAR DIAMETERS AT CORNERS AND INTERSECTIONS OF WALLS.

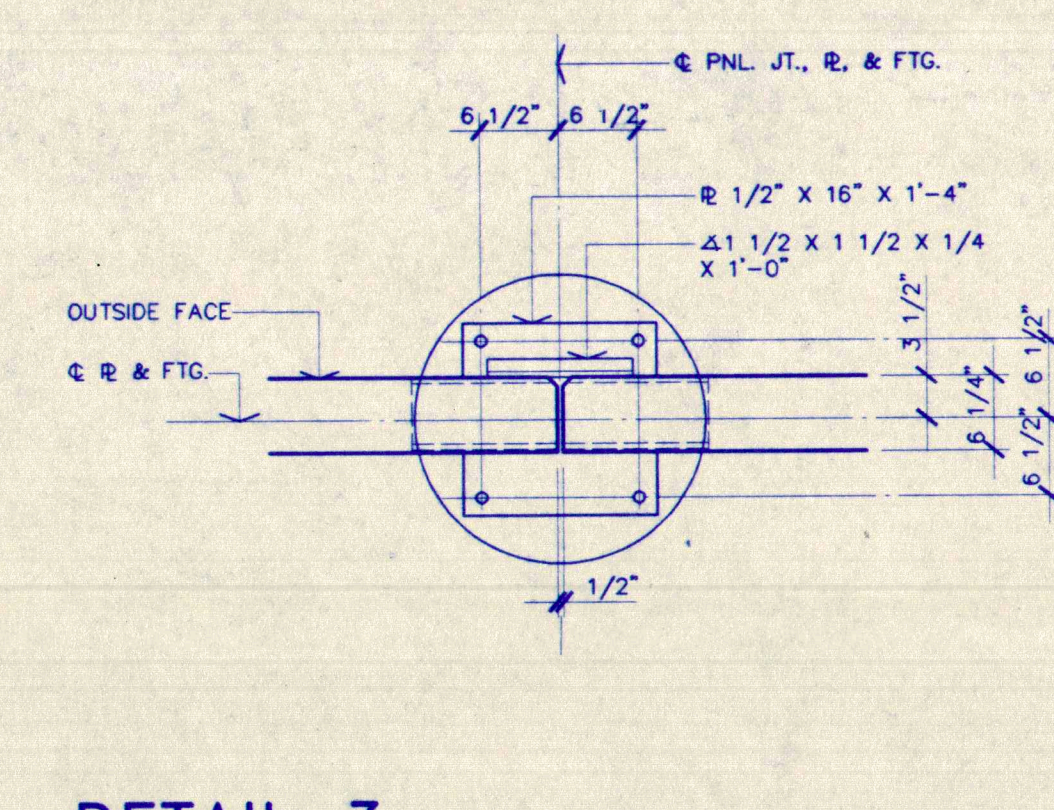
EXCEPT AS NOTED OTHERWISE, VERTICAL MASONRY REINFORCEMENT SHALL BE OUT-50 THAT SPICES DO NOT FALL WITHIN THE TWO-THIRD OF THE WALL HEIGHT. PROVIDE A MINIMUM OF 48 BAR DIAMETERS UNLESS NOTED OTHERWISE. MASONRY CORES CONTAINING VERTICAL REINFORCEMENT SHALL BE GROUTED SOLID.

IN CONCRETE ELEMENTS SUPPORTING MASONRY WALLS, EMBED DOWELS TO MATCH SIZE AND LOCATION OF VERTICAL MASONRY REINFORCEMENT. LAP DOWELS AND VERTICAL REINFORCEMENT 18 BAR DIAMETERS.

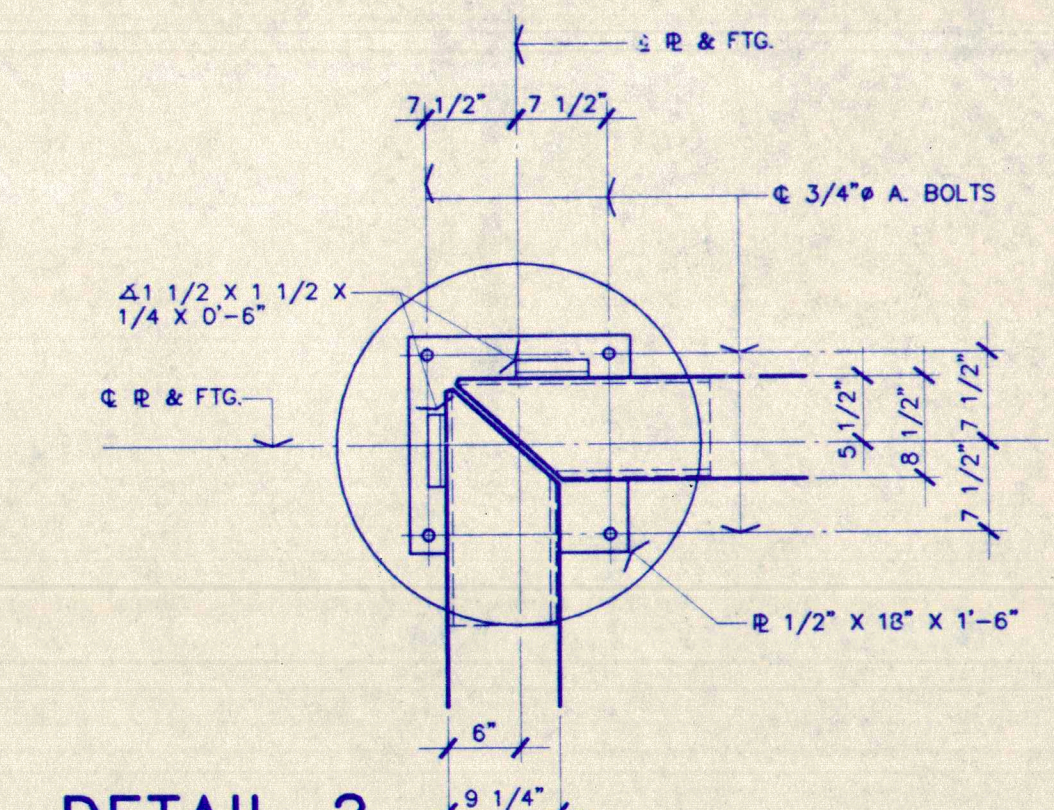
AT MASONRY UNITS BEARING ON MASONRY WALLS, PROVIDE A MINIMUM OF 16" OF BEARING OVER TWO GROUTED CORES EACH SIDE OF OPENING. REINFORCE EACH CORE WITH 1 #5 VERTICAL UNLESS NOTED OTHERWISE. REINFORCEMENT SHALL EXTEND THE ENTIRE HEIGHT OF THE WALL.



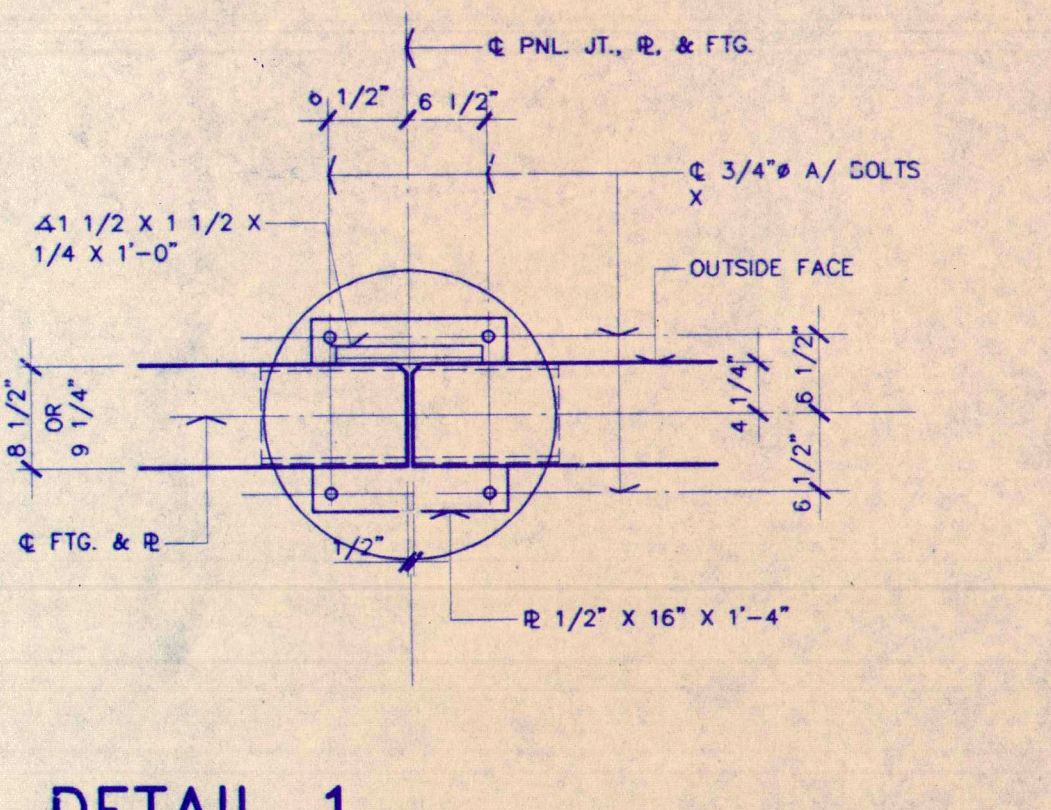
DETAIL 4



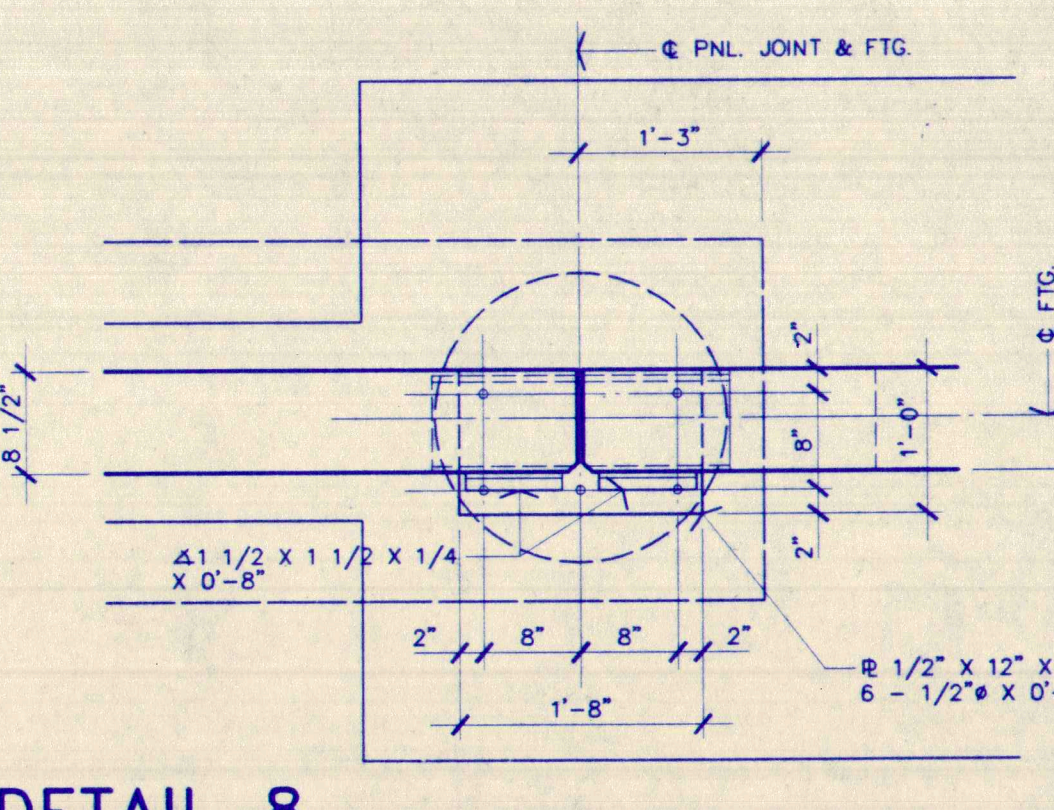
DETAIL 3



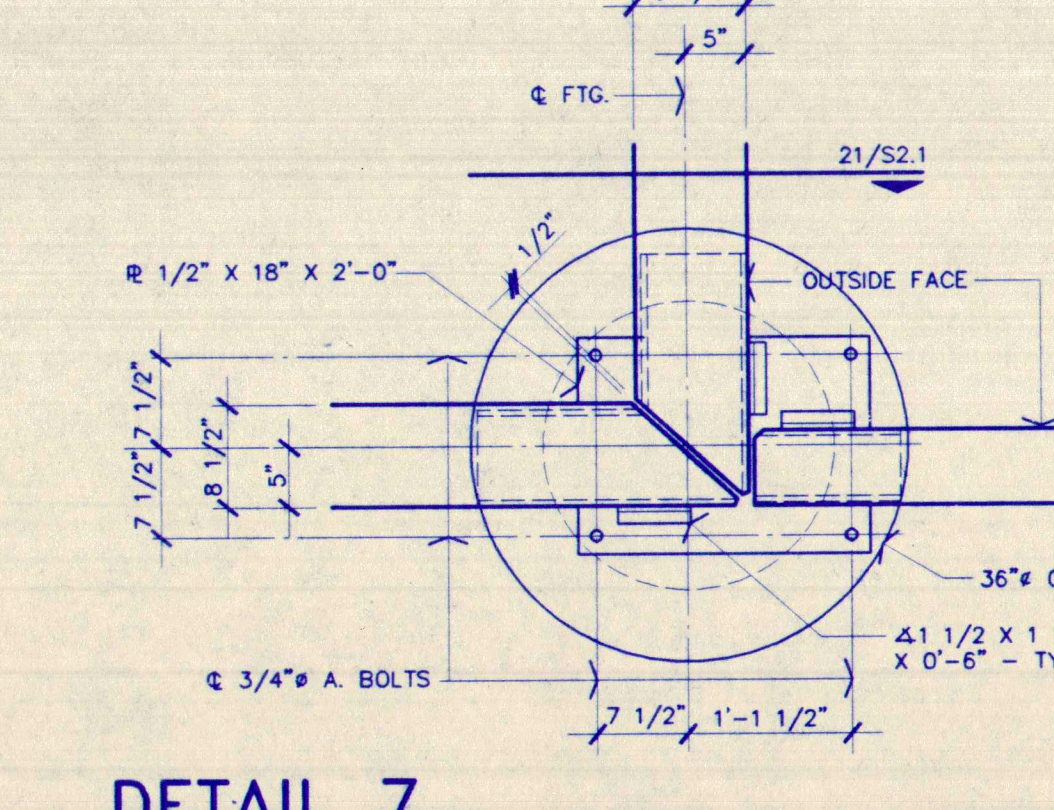
DETAIL 2



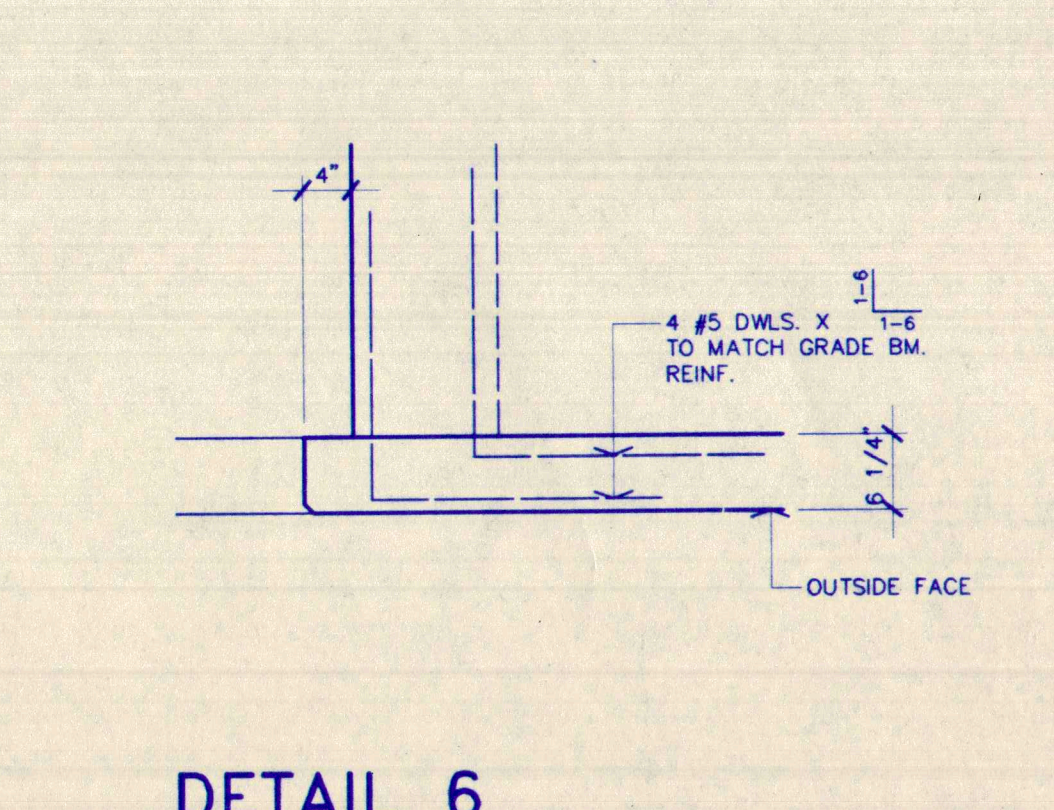
DETAIL 1



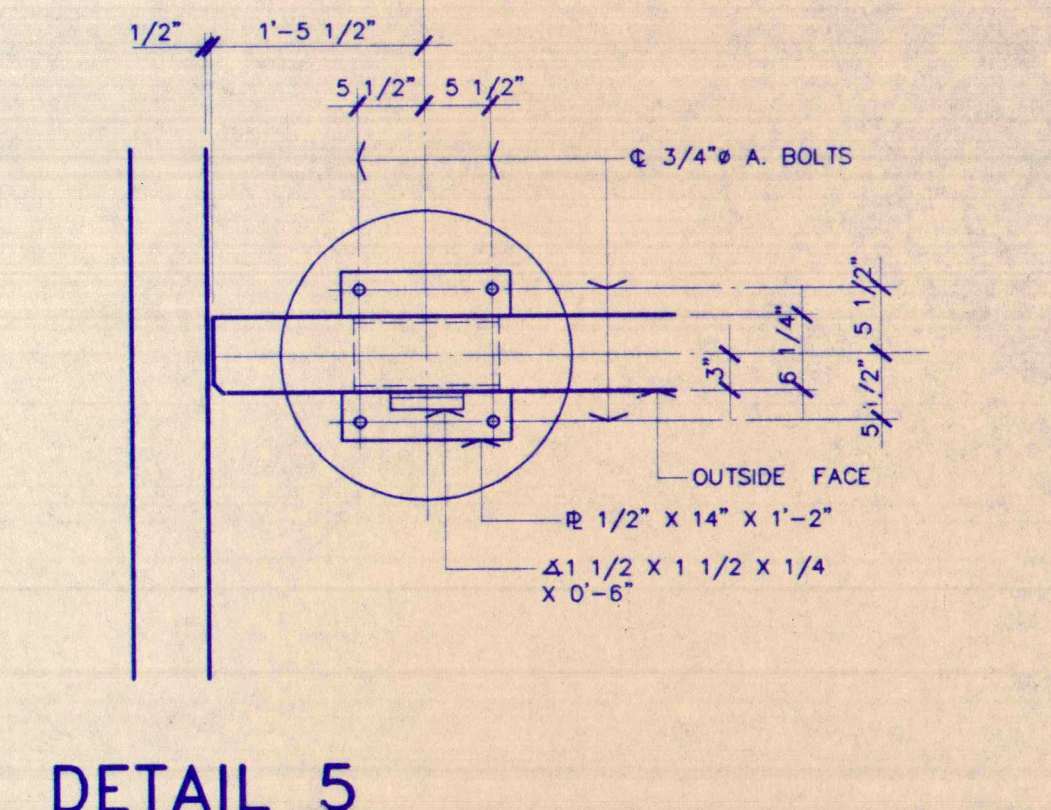
DETAIL 8



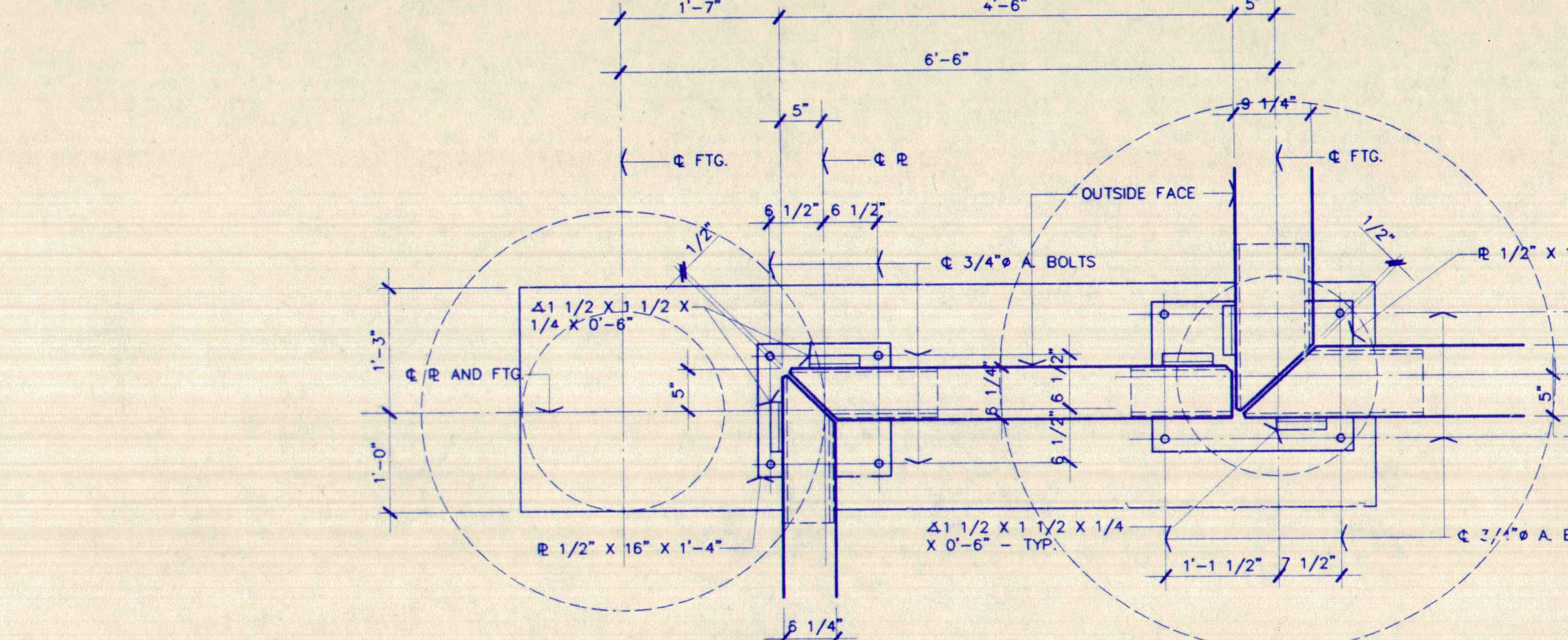
DETAIL 7



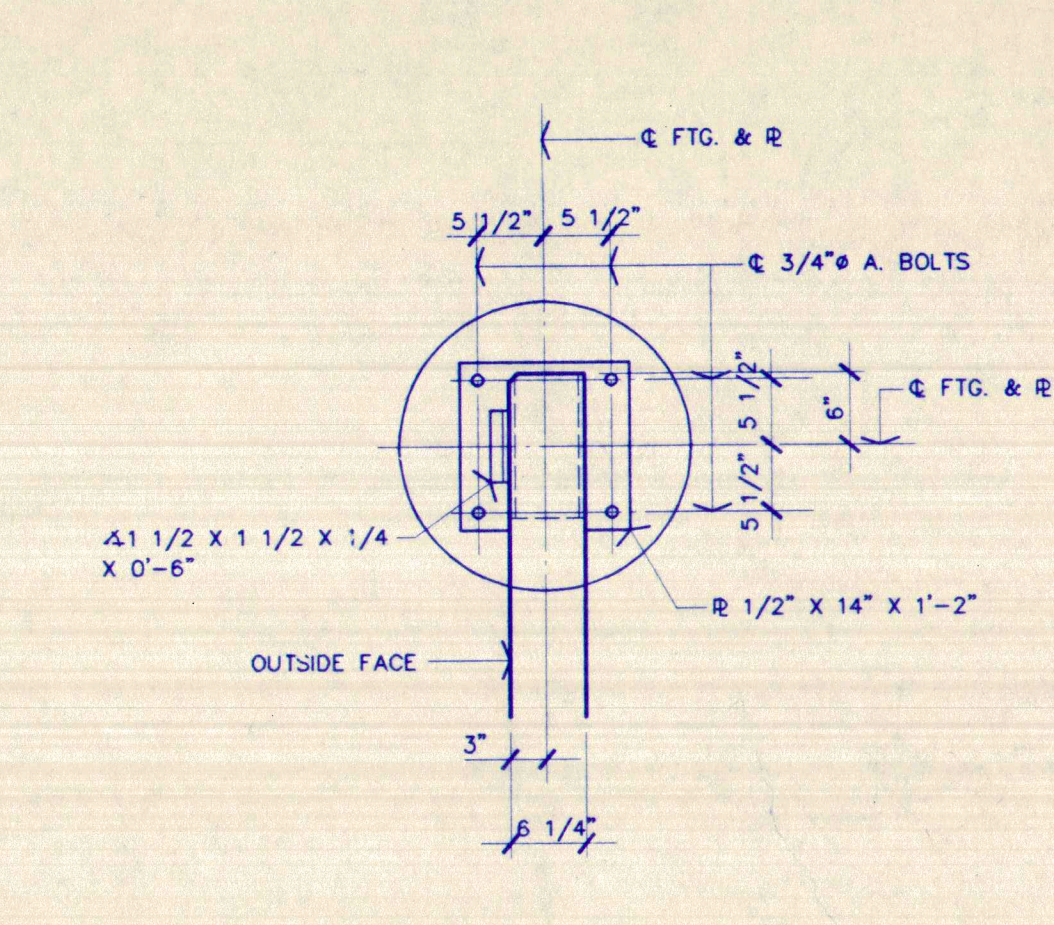
DETAIL 6



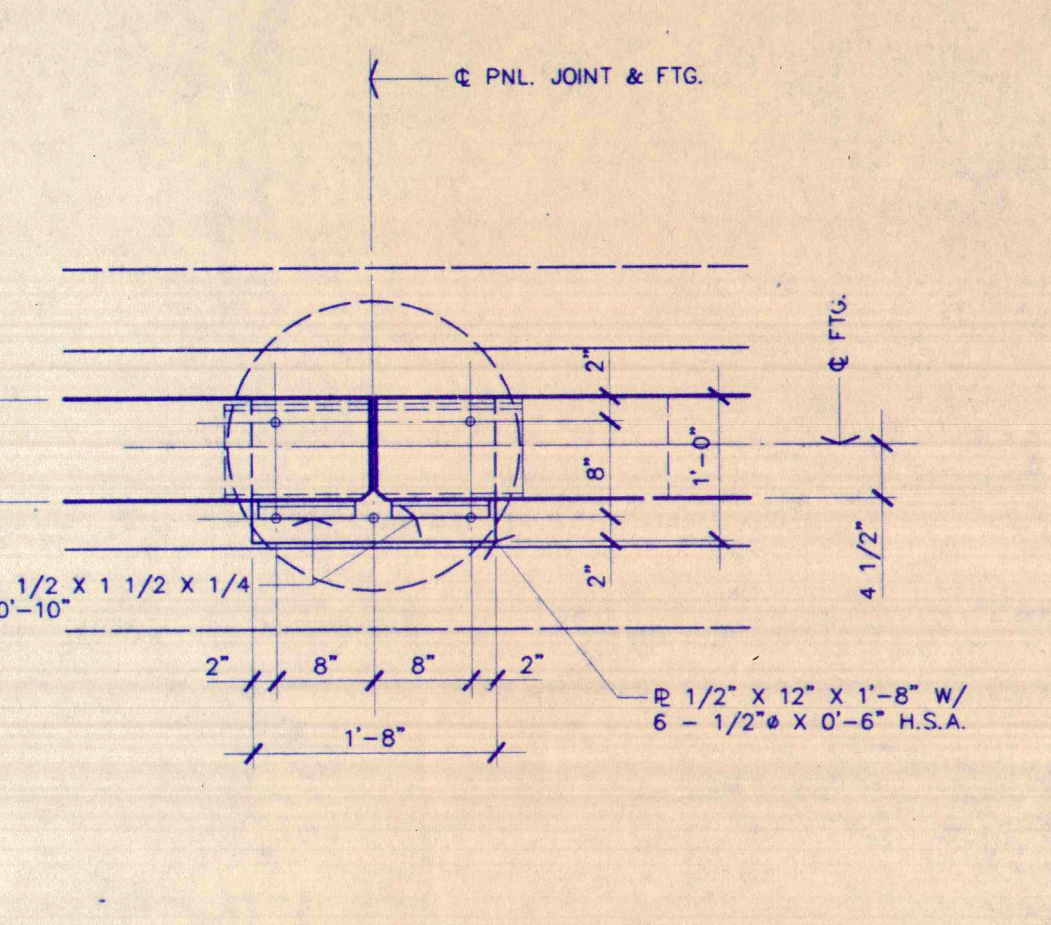
DETAIL 5



DETAIL 11



DETAIL 10

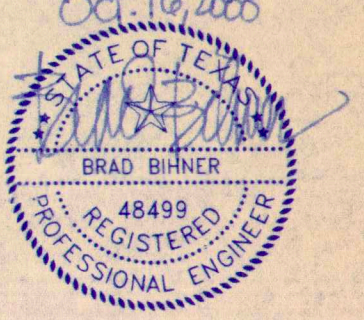


DETAIL 9

Kirksey | Architecture
6909 Portwest Drive
Houston Texas 77024
telephone 713 850 9600
facsimile 713 850 7308
www.kirksey.com



Structural Engineering
Bihner Engineering, Inc.
8308 W. Little York Rd.
Houston, TX 77040
713/690-1555
713/690-5846 fax



BIHNER
Engineering, Inc.
8308 WEST LITTLE YORK ROAD
HOUSTON, TEXAS 77040 77069-1055

PROJECT NAME
South Post Oak
Community Center

PROJECT ADDRESS
Hobby Road
Houston, Texas 77053

PROJECT NUMBER
2000145

ISSUE DATE
16 October 2000

ISSUED FOR
Construction

REVISIONS

SHEET TITLE
Foundation Details
General Notes

SHEET NUMBER
S2.2

© 2000 KIRKSEY



CONSULTANT
 Day Brown Rice Inc.
 9990 Richmond Ave. Ste. 300
 Houston, Texas 77042
 Tele. (713) 914-0888 Fax. (713) 914-0886

Paul Blaney
 11-20-2000

PROJECT NAME
 South Post Oak
 Community Center

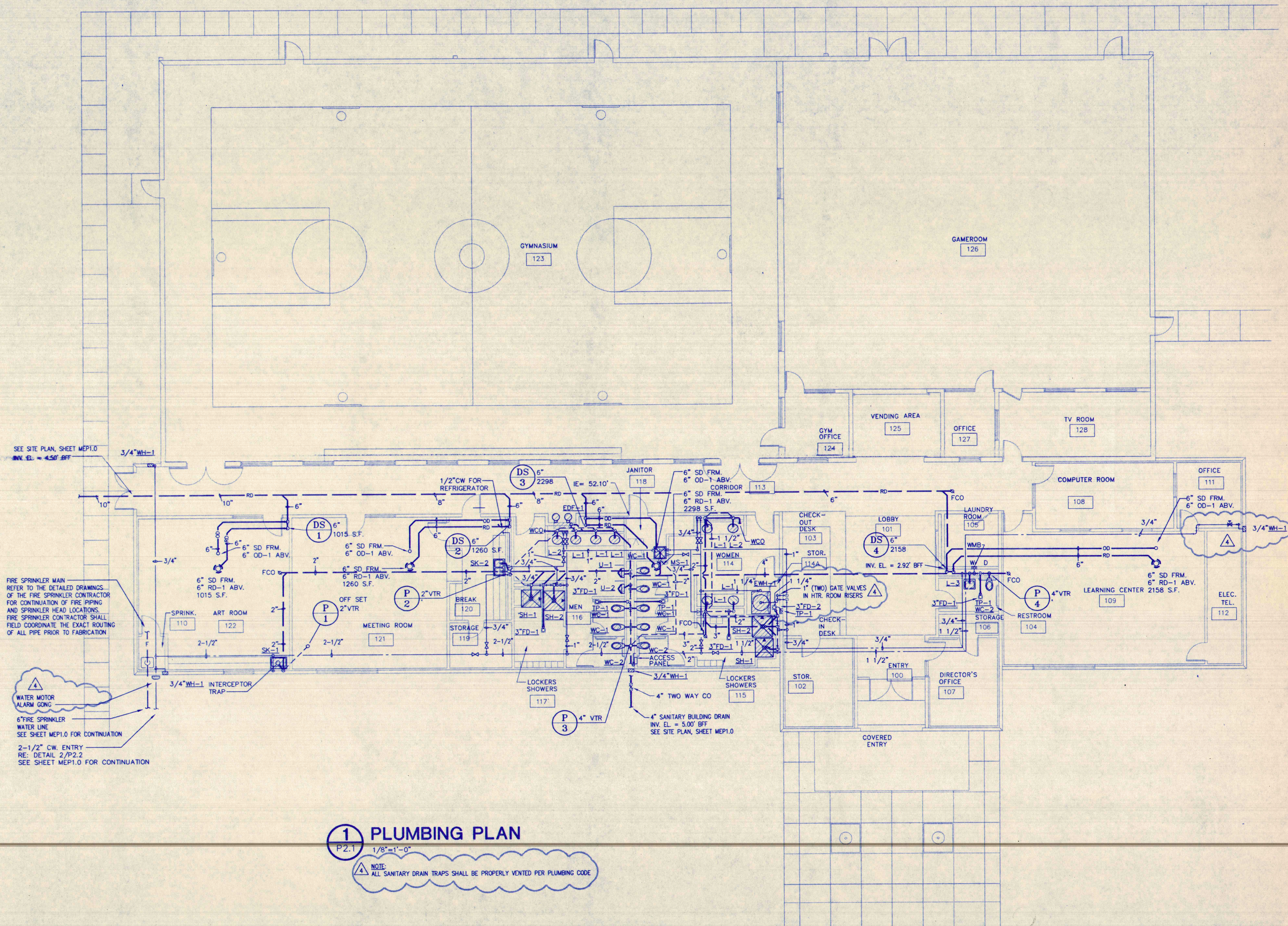
PROJECT ADDRESS
 Hobby Road
 Houston, Texas 77053

PROJECT NUMBER
 2000145

ISSUE DATE
 16 October 2000

ISSUED FOR
 Construction

REVISIONS
 ▲ GENERAL REVISIONS
 1 November 2000
 ▲ CITY COMMENTS
 20 November 2000



FIRE SPRINKLER MAIN - REFER TO THE DETAILED DRAWINGS OF THE FIRE SPRINKLER CONTRACTOR FOR CONTINUATION OF FIRE PIPING AND SPRINKLER HEAD LOCATIONS. FIRE SPRINKLER CONTRACTOR SHALL FIELD COORDINATE THE EXACT ROUTING OF ALL PIPE PRIOR TO FABRICATION.

WATER MOTOR ALARM GONG

6" FIRE SPRINKLER WATER LINE - SEE SHEET ME1.0 FOR CONTINUATION

2-1/2" CW ENTRY - RE: DETAIL 2/P2.2 - SEE SHEET ME1.0 FOR CONTINUATION

1 PLUMBING PLAN
 P2.1 1/8"=1'-0"
 NOTE: ALL SANITARY DRAIN TRAPS SHALL BE PROPERLY VENTED PER PLUMBING CODE

DAY BROWN RICE, inc.
 CONSULTING ENGINEERS
 9990 Richmond Avenue
 South Building Suite 300
 Houston, Texas 77042
 713.914.0886 / FAX: 713.914.0886

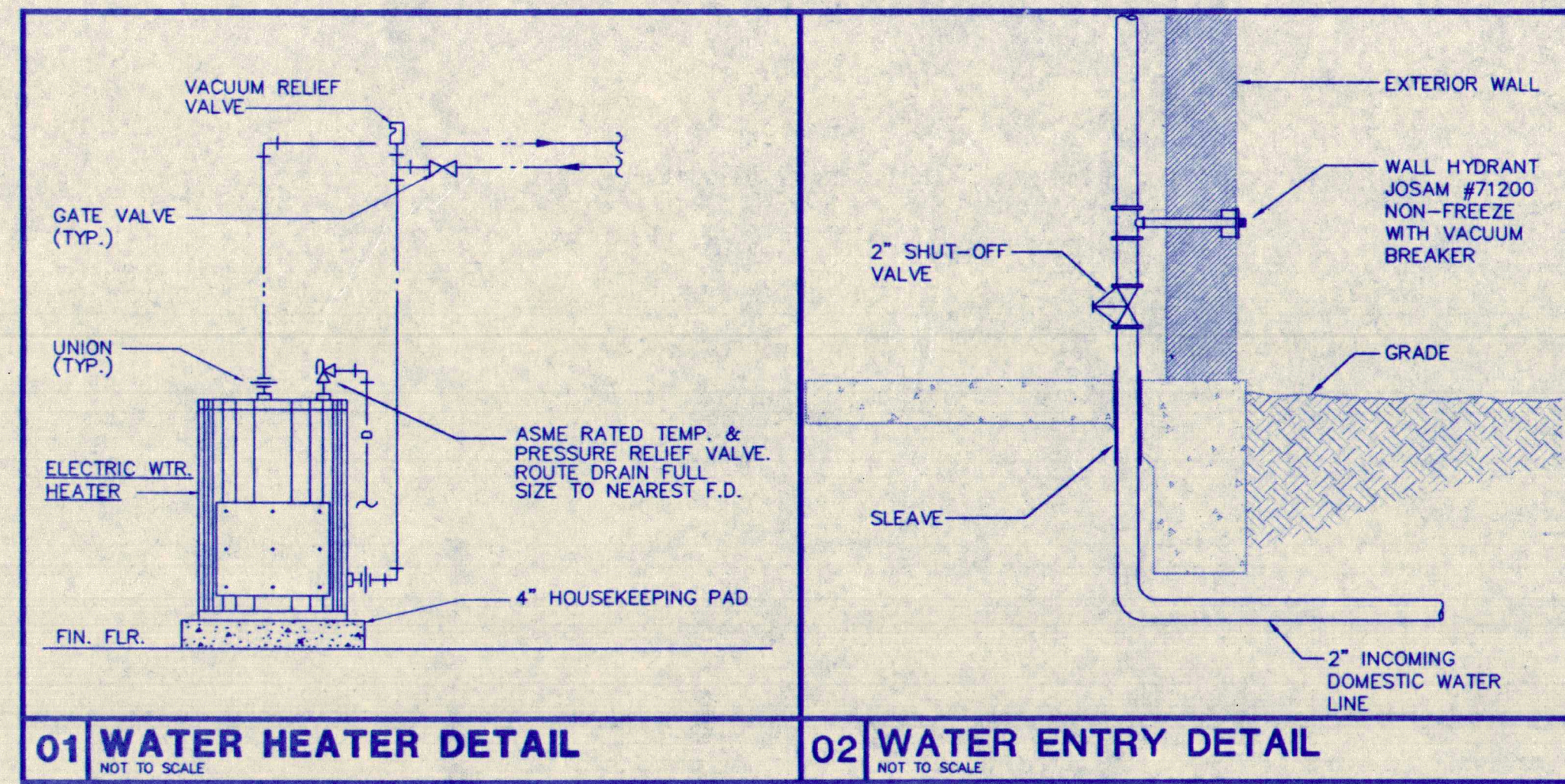
DBR Project No. 00230.000

REC FO PW PM

SHEET TITLE
PLUMBING PLAN

SHEET NUMBER
P2.1

© 2000 Kirksey



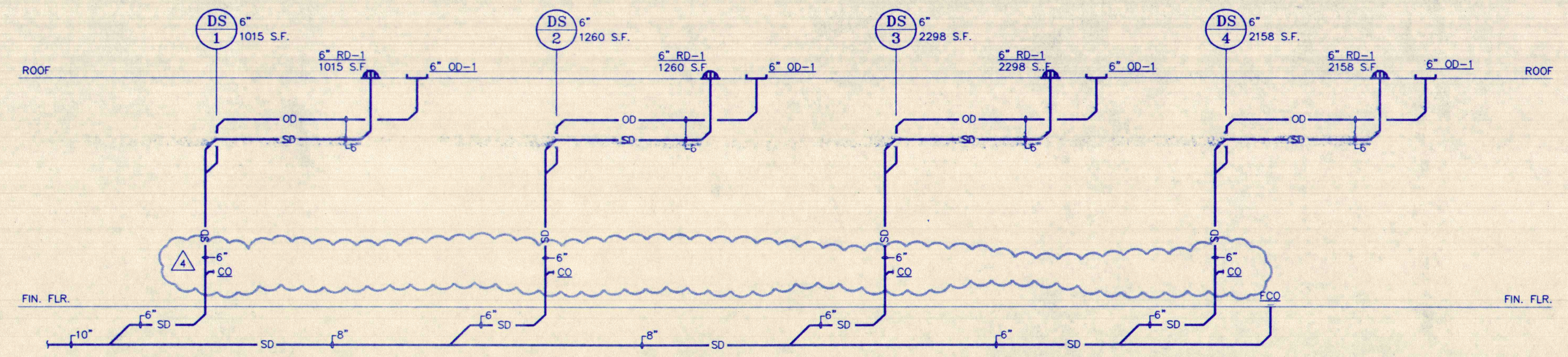
PLUMBING LEGEND

DISREGARD LEGEND ITEMS NOT INDICATED ON DRAWINGS

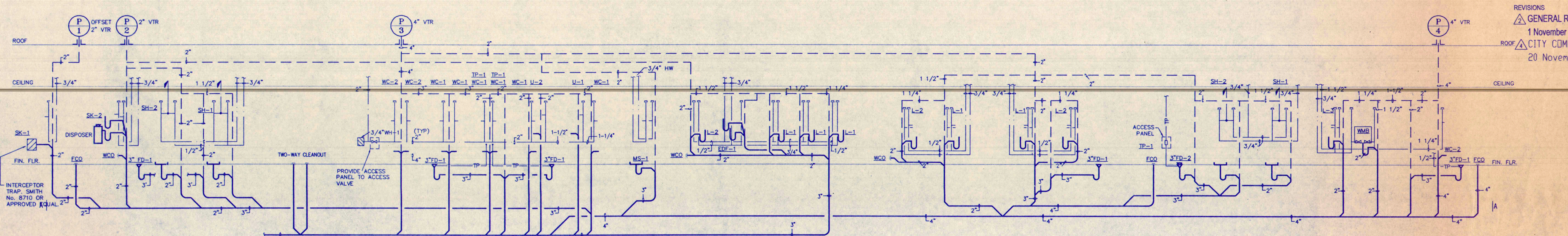
SYMBOL	DESCRIPTION
---	SOIL OR WASTE PIPING
---GT---	GREASE WASTE PIPING
---	VENT PIPING
---RD---	STORM DRAIN PIPING
---OD---	STORM DRAIN PIPING
---	GAS LINE
---	DOMESTIC COLD WATER
---	DOMESTIC HOT WATER
---	DOMESTIC HOT WATER RETURN
BOP	BOTTOM OF PIPE
AFF	ABOVE FINISHED FLOOR
VTR	VENT THRU ROOF
GV	GATE VALVE
CV	CHECK VALVE
BV	BUTTERFLY VALVE
PV	PLUG VALVE
PRV	PRESSURE REDUCING VALVE
PRV	PRESSURE RELIEF VALVE
BV	BALL VALVE
STR	STRAINER
U	UNION
TM	THERMOMETER WELL
PG	PRESSURE GAUGE
CDL	CONDENSATE DRAIN LINE
BC	BRANCH CONNECTION, TOP
BC	BRANCH CONNECTION, BOTTOM
ELU	ELBOW UP
ELD	ELBOW DOWN
FC	FLOOR CLEANOUT
WC	WALL CLEANOUT
FD	FLOOR DRAIN
HB	HOSE BIBB
WH	WALL HYDRANT
P	PLUMBING RISER IDENTIFICATION
DS	DOWNSPOUT RISER IDENTIFICATION

PLUMBING FIXTURE SCHEDULE

MARK	ROUGH-IN			DESCRIPTION
	WST	GW	HW	
WC-1	4"	1"		AMERICAN STANDARD No. 2257.103 "AFWALL AQUAMETER" WHITE V.C. ELONGATED SIPHON JET WALL HUNG (1.6 GPF) BOWL WITH TOP SPRAY. BENSITE No. 95 WHITE OPEN FRONT SEAT LESS COVER AND SLOAN REGAL No. 111 FLUSH VALVE. PROVIDE J.R. SMITH OR EQUAL FLOOR MOUNTED CARRIER.
WC-2	4"	1"		SAME AS ABOVE EXCEPT MOUNTING HEIGHT.
U-1	2"	3/4"		AMERICAN STANDARD No. 6541.132 "ALLBROOK" WHITE V.C. SIPHON JET FIXTURE WITH WALL HANGER AND 3/4" TOP SPRAY. PROVIDE SLOAN REGAL No. 186-1 FLUSH VALVE AND J.R. SMITH OR EQUAL CARRIER.
U-2	2"	3/4"		SAME AS ABOVE EXCEPT MOUNTING HEIGHT.
L-1 & L-2	1-1/4"	1/2"	1/2"	AMERICAN STANDARD No. 0476.028 WHITE WC 20X17 OVAL SELF RIMMING WITH FRONT OVERFLOW. PROVIDE NO. 5400.172V CENTER-SET FAUCET WITH LEVER HANDLE & FIXED GRID DRAIN. CHROME PLATED BRASS P-TRAP SUPPLIES AND STOPS.
L-3	1-1/4"	1/2"	1/2"	AMERICAN STANDARD No. 0355.012 WHITE V.C. LAVATORY WITH FRONT OVERFLOW. PROVIDE NO. 5400.172V CENTERSET FAUCET, OFFSET PERFORATED FIXED GRID DRAIN STRAINER P-TRAP, STOPS AND SUPPLIES. PROVIDE J.R. SMITH OR EQUAL FLOOR MOUNTED CONCEALED ARM CARRIER.
SK-1	1-1/2"	1/2"		JUST No. SLX-1921-A-GR; 3 HOLE PUNCH STAINLESS STEEL SINK. PROVIDE J-900 SINGLE LEVER FAUCET AND LK-18 GRID STRAINER. PROVIDE CHROME PLATED CAST BRASS P-TRAP, STOPS AND SUPPLIES.
SK-2	1-1/2"	1/2"	1/2"	JUST No. DL-ADA-2233-A-GR; 3 HOLE PUNCH STAINLESS STEEL SINK. PROVIDE J-902 SINGLE LEVER FAUCET WITH HOSE AND SPRAY. LK-18 GRID STRAINER, (2) CHROME PLATED CAST BRASS P-TRAP, STOPS AND SUPPLIES.
EF-1	1-1/4"	1/2"		ELKAY No. ERP2-8-C BARRIER-FREE WALL MOUNTED COOLER 8.0 G.P.H. CAPACITY COOLED TO 50 DEGREES F. AMBIENT TEMP. 1/5 HP. 4.7 FL. AMPS.
SH-1	2"	1/2"	1/2"	FIAT No. MS1-320 ACRYLIC ONE PIECE SHOWER UNIT WITH THERMOSTATIC MIXING VALVE WITH INTEGRAL STOPS, HAND HELD SHOWER HEAD WITH 69" S.S. HOSE AND VACUUM BREAKER, SLIDE ROD; GRAB BARS; SHOWER CURTAIN WITH ROD & HOOKS AND 2" CHROMED BRASS DRAIN ASSEMBLY.
SH-2	2"	1/2"	1/2"	FIAT No. MSH-311 ACRYLIC ONE PIECE SHOWER UNIT WITH AMERICAN STANDARD #1312.014CS PRESSURE BALANCING VALVE, #1660.500 HAND HELD SHOWER HEAD WITH #8888.035 60" HOSE AND #1660.225 26" STANDARD SLIDE BAR.
MS-SINK	3"	1/2"	1/2"	WILLIAMS #50-952 TERRAZZO 24"x24" FLOOR SINK WITH S.S. RIM GUARD, AMERICAN STANDARD #8344.111 FAUCET, T-40 VACUUM BREAKER, INTEGRAL STOPS, WALL BRACKETS, #1-35 HOSE AND WALL HOOK.
FD-1	SEE PLAN	1/2"		J.R. SMITH #2010-A CAST IRON DRAIN WITH 7" ROUND NICKEL BRONZE TYPE STRAINER.
FD-2	SEE PLAN	1/2"		J.R. SMITH #2120 CAST IRON DRAIN WITH 6" DIA. DEEP FLANGE GRATE, SEDIMENT BUCKET. PROVIDE TRAP PRIMER & DEEP SEAL P-TRAP.
TP	PRECISION PLUMBING PRODUCTS "PRIME-RITE" FULLY AUTOMATIC TRAP REFL. VALVE. INSTALL IN CONCEALED ACCESSIBLE LOCATION OR BEHIND APPROVED ACCESS PANEL. MOUNT VALVES MINIMUM 15" ABOVE FINISHED FLOOR.			
WCO	SEE PLAN			J.R. SMITH No. 4555 COATED CAST IRON CLEANOUT TEE WITH COUNTER-SUNK PLUG AND SMOOTH SQ. ACCESS FRAME AND COVER WITH VANDAL PROOF SCREWS.
FCO	SEE PLAN			J.R. SMITH No. 4100-F SERIES CAST IRON CLEANOUT WITH COUNTER-SUNK PLUG AND TO BE SUITED FOR THE INSTALLATION REQUIRED. VERIFY TOP FINISHES WITH ARCHITECT.
RD-1	SEE PLAN			J.R. SMITH #1010 DUCO CAST IRON DRAIN WITH EXTENSION. ROOF SUMP RECEIVER AND UNDERDECK CLAMP AND INTEGRAL FLASHING CLAMPING COLLAR. PROVIDE VANDAL PROOF CAST IRON DOME STRAINER.
OD-1	SEE PLANS			J.R. SMITH FIG. 1070 DUCO CAST IRON DRAIN WITH EXTENSION ROOF SUMP RECEIVER AND UNDERDECK CLAMP AND INTEGRAL FLASHING CLAMPING COLLAR. PROVIDE VANDAL-PROOF CAST IRON DOME STRAINER AND STANDPIPE NO HIGHER THAN 2" FROM LOW POINT ON ROOF.
WH-1	---	1/4"	1/4"	A.O. SMITH No. DVE-150-45KW INSULATED, 150 GAL. STORAGE WATER HEATER WITH WATTS #AK-2 TOP PRESS. RELIEF VALVE. COORDINATE ELEC. REQUIREMENTS WITH ELEC.
WH-1	---	3/4"	---	WOODFORD MODEL No. 865 WITH VACUUM BREAKER NON-FREEZE, ANTI-SIPHON HYDRANT. VANDAL PROOF.
WMB-1	1 1/2"	1/2"	1/2"	GUY GRAY No. B-150 WITH TWO 3/4" BRASS HOSE BIBBS AND SLIP JOINT CONNECTOR WITH LOCKING NUT TO SECURE RISER. UNIT TO BE 16 GAUGE STEEL WITH WHITE EPOXY FINISH.



1 STORM RISER DIAGRAM
P2.1 NOT TO SCALE



2 PLUMBING RISER DIAGRAM
P2.2 NOT TO SCALE
NOTE: ALL SANITARY DRAIN TRAPS SHALL BE PROPERLY VENTED PER PLUMBING CODE

Kirksey | Architecture
6909 Portwest Drive
Houston Texas 77024
Telephone 713 850 9600
facsimile 713 850 7308
www.kirksey.com



CONSULTANT
Day Brown Rice Inc.
9900 Richmond Ave. Ste. 300
Houston, Texas 77042
Tele. (713) 914-0888 Fax. (713) 914-0886

Day Brown Rice
11-20-2000

PROJECT NAME
South Post Oak
Community Center

PROJECT ADDRESS
Hobby Road
Houston, Texas 77053

PROJECT NUMBER
2000145

ISSUE DATE
16 October 2000

ISSUED FOR
Construction

REVISIONS
GENERAL REVISIONS
1 November 2000
CITY COMMENTS
20 November 2000

DAY BROWN RICE, inc.
CONSULTING ENGINEERS
9900 Richmond Avenue
South Building Suite 300
Houston, Texas 77042
713.914.0888 / FAX: 713.914.0886
DBR Project No. 00230.000
REC FO PW PM

SHEET TITLE
PLUMBING
SCHEDULES
RISERS AND
DETAILS
SHEET NUMBER
P2.2
© 2000 Kirksey

