

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR CONSTRUCTION OF THE INFORMATION TECHNOLOGY BUILDING

(Teal Construction Company - RFP #24-064)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Teal Construction Company ("Contractor"), a company authorized to conduct business in the State of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Contractor is a construction company; and

WHEREAS, County desires for Contractor to construct a 42,173 square foot Information Technology Building for the County, pursuant to County RFP #24-064; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services for County; and

WHEREAS, this Agreement is an agreement for a public works project and is subject to the applicable laws under the Chapters 2252 – 2258, and 2269 of the Texas Government Code and Chapter 406 of the Texas Labor Code; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to the construction services provided by Contractor for the construction of the Information Technology Building, pursuant to County RFP #24-064.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** County RFP #24-064 and the Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by Contractor in accordance with the terms of this Agreement. References to the term “Agreement” in this Agreement shall include references to all exhibits attached hereto and County RFP#24-064.
 - (a) Contractor’s Letter, dated October 9, 2024, concerning Value Engineering & Cost Reductions attached hereto as “Exhibit A.”

- (b) Contractor's July 2, 2024 Construction Proposal in Response to County RFP#24-064 attached hereto as "Exhibit B."
- (c) Contractor's Proposed Construction Schedule as provided in Contractor's July 2, 2024 Construction Proposal in Response to County RFP #24-064 attached hereto as "Exhibit C."
- (d) Prevailing Wage Rates attached hereto as "Exhibit D."
- (e) Due to its size, County RFP #24-064 is not attached as an Exhibit to this Agreement. However, County RFP #24-064 is incorporated fully by reference for all purposes.

4. Scope of Services.

- (a) Contractor shall construct a 42,173 square foot Information Technology Building for the County (the "Project") in accordance with the services and work described in Exhibits A through C, and in accordance with the requirements and specifications of County RFP #24-064 (the "Services").
- (b) Contractor shall have the overall responsibility for the Project and shall provide complete construction services and furnish all personnel, materials, equipment, tools, labor, supervision, utilities, transportation, and other materials or equipment necessary or reasonably inferable to complete the Project or any phase of the Project, in accordance with the County's requirements and terms of this Agreement.
- (c) Any revisions made to the Scope of Services for the Project, 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.

5. Time for Performance; Substantial and Final Completion.

- (a) Time for performance of the Scope of Services for the Project shall begin with Contractor's receipt of Notice to Proceed from County (the "Commencement Date").
- (b) Substantial Completion for the Project shall be achieved on or Four Hundred Twenty (420) days from the Commencement Date, or within such time as may be extended in writing by County. "Substantial Completion" includes all phases of construction up to and including the Final Inspection as provided in Contractor's Proposed Construction Schedule attached hereto as Exhibit C.

- (c) Final Completion of the Project shall be achieved within thirty (30) calendar days from the date Substantial Completion is achieved, or within such time as may be extended in writing by County. Final Completion shall include the completion of the Final Clean and all Closeout items included on Contractor's Proposed Construction Schedule attached hereto as Exhibit C. County, in its sole discretion and satisfaction, shall determine if the Project 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.
 - (d) Final Acceptance of the Project 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.
- 6. **Liquidated Damages.** Contractor understands and agrees that the timeframes set forth in Section 5 of this Agreement are an essential element of this Agreement. For each consecutive calendar day that the Project has not achieved Substantial Completion within the time frame provided in this Agreement, County may deduct the amount of two hundred fifty dollars (\$250.00) 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 Substantial Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.
- 7. **Compensation and Payment Terms.**
 - (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Contractor's Letter, dated October 9, 2024, concerning Value Engineering & Cost Reductions 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 Nineteen Million, Eight Hundred Eighty-Two Thousand, Four Hundred Twenty and 00/100 Dollars (\$19,882,420.00). 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 Exhibit A.
 - (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.

- (d) Contractor shall submit all "Applications for Payment" for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10th) day of each calendar month during the progress of the Project. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:
- (1) A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Contractor certifying the following:
 - a. The proportionate part of the Services described in such Application for Payment has been performed;
 - b. Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;
 - c. There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;
 - d. All due and payable bills with respect to the Project have been paid to date or are included in the amount requested in the current Application for Payment, and
 - e. Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.
 - (2) A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by Contractor with a statement certifying those matters set forth in Sections 5(d)(1)a through 5(d)(1)e above certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.
 - (3) An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which

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

- (4) Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon Final Acceptance of the Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including any work or Services provided by its sub-contractors.
- (5) Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Contractor upon the date of Substantial Completion.
- (6) At any time following Final Completion of the Project, Contractor shall submit an Application for Final Payment, including all sums held as Retainage, to County for review and approval. Contractor's Application for Final Payment shall also include final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates (including a Final Certificate of Occupancy), and all other items required by this Agreement. Contractor shall further include in such Application a Consent of Surety to Final Payment, a Lien Waiver or Affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full. Said Lien Waiver or Affidavit must be in a form and substance sufficient as a matter of law to dissolve all liens or claims of liens for materials supplied or labor or service performed in connection with the Project.
- (7) Upon approval of Contractor's Final Application, County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after Final

Acceptance of the Project by County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. Contractor understands and agrees that County is entitled to rely on such Affidavit(s) submitted by Contractor hereunder and may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in such Affidavit(s).

(8) Notwithstanding the foregoing, County may deduct from the Final Payment all sums for Liquidated Damages as provided in Section 6 of this Agreement.

(e) Upon Final Payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to the terms of this Agreement, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

8. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 4 above is Nineteen Million, Eight Hundred Eighty-Two Thousand, Four Hundred Twenty and 00/100 Dollars (\$19,882,420.00). 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 Nineteen Million, Eight Hundred Eighty-Two Thousand, Four Hundred Twenty and 00/100 Dollars (\$19,882,420.00) 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 Nineteen Million, Eight Hundred Eighty-Two Thousand, Four Hundred Twenty and 00/100 Dollars (\$19,882,420.00).
9. **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.

10. **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.
11. **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.
12. **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 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 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.
- (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.

13. **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 BY COUNTY, 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 12 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.

14. **Duty to Report and Defend.** Contractor shall timely report to County all such matters arising under Section 13 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.
15. **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.

16. **Prevailing Wages.** Pursuant to the Prevailing Wage Rate requirements of Chapter 2258 of the Texas Government Code, all workers employed by Contractor or its subcontractors for the Project shall be compensated at not less than the rates provided in "Exhibit D" attached hereto and fully incorporated herein. Contractor shall keep records showing: (1) the name and occupation of worker employed for the Project, and (2) actual per diem wages paid to each worker employed for the Project. Contractor shall require all subcontractors to keep the same records. Such records by Contractor and subcontractors shall be made available for inspection upon request by County subject to reasonable hours.

Contractor or its subcontractors shall further pay County sixty (\$60.00) for each worker employed by Contractor or its subcontractors for the Project for each calendar day, or any portion of the day, that a worker is paid less than the prevailing wages provided on Exhibit D. Additionally, County may withhold money required to be withheld from the payment(s) to Contractor pursuant to provisions of Section 2258.051 of the Texas Government Code.

All Construction Contract(s) entered into between Contractor and its contractors and/or subcontractors must include the Prevailing Wage Rate requirements attached hereto as Exhibit D. Such Construction Contract(s) must also include a provision requiring each contractor and subcontractor to include the Prevailing Wage Rate requirements in their contracts for the Project as provided in this Agreement. In the event Contractor constructs the Project in multiple contracts, the Prevailing Wage Rate requirements must apply to each Construction Contract.

17. **Public Information Act and Open Meetings 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.

Contractor expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any

provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

18. **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.
19. **Independent Contractor.** In the performance of any 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.
20. **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.
21. **County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
22. **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 or property, 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.

23. **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.

24. **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. Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.
25. **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. Contractor shall maintain all such books and records in a readily available state and location, reasonably accessible to County or its authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **CONTRACTOR SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED UNDER THIS AGREEMENT UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
26. **Termination.**
 - (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days written notice to Contractor.
 - (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
 - (1) Contractor fails to perform any portion of the Scope of Services under Section 4 above within the timeframe(s) provided under this Agreement.

- (2) Contractor fails to comply with County's documentation and reporting requirements, terms, and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Contractor fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Contractor substantially 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.
 - (6) County shall notify Contractor in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Contractor shall have opportunity to cure such Default within the time specified in County's Notice. If Contractor fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) 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 for any reason, County shall cease all work and activity by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Contractor in accordance with Section 7, 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.

27. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar

days after, the Party whose obligations are so 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, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, 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.

28. **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.
29. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.
30. **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.
31. **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.
32. **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, Richmond, Texas 77469
----------------------	--

And

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

If to Contractor: Teal Construction Company
Attn: _____
1335 Brittmoore
Houston, Texas 77043

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.

33. 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, and in accordance with the requirements and specifications pf County RFP #24-064.

34. 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 Services 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.**

35. **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.
36. **Conflict.** In the event there is a conflict or inconsistency between the terms and conditions provided in the main body of this Agreement and any Exhibits attached hereto, the terms and conditions provided in the main body of the Agreement shall prevail with regard to such conflict or inconsistency.
37. **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.
38. **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.
39. **Applicable Law; Venue; Attorney Fees.** 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. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
40. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
41. **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.
42. **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.
43. **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.
44. **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.
45. **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.

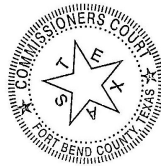
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

November 12, 2024
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

James Knight
James Knight, Director
Facilities Management and Planning

TEAL CONSTRUCTION COMPANY

Jennifer King
Authorized Agent – Signature

JENNIFER KING
Authorized Agent- Printed Name

VICE PRESIDENT
Title

11/4/2024
Date

Jason Hogue
Authorized Agent – Signature

JASON HOGUE
Authorized Agent- Printed Name

SENIOR VICE PRESIDENT
Title

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 19,882,420.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Contractor's Letter, dated October 9, 2024, concerning Value Engineering & Cost Reductions)



Teal Construction Company Construction Managers General Contractors 1335 Brittmoore • Houston, Texas 77043 713-465-8306 • Fax 713-465-9837

October 9, 2024

James Knight
Director Facilities
Fort Bend County
301 Jackson Street, Suite 301
Richmond, TX 77469

Re: Fort Bend Information Technology Building

Dear Mr. Knight,

Thank you for the opportunity and your trust in Teal Construction Company for construction of the Fort Bend County I.T. Building. We truly look forward to building another successful project with you and your team.

Per your request, attached you will find a proposed Schedule of Values for RFP #24-064 based on the plans and specifications provided by FS Group Architects. The project bid amount was \$20,350,000 and the value engineering items developed resulted in a savings of \$672,800. As directed, we will allocate an owner contingency of \$200,000 to be used at Fort Bend County's sole discretion. The new GMP for this project is \$19,882,420 with all accepted value engineered options and added contingency.

If you have any questions or comments about the attached documentation, please don't hesitate to contact me. Thank you for the opportunity!

Sincerely,
Teal Construction Company

Michael Morale
Director of Operations



Estimate Drawing Date: 6/26/2024
Estimate Drawing Phase: Addendum #5

Date: 10/8/2024

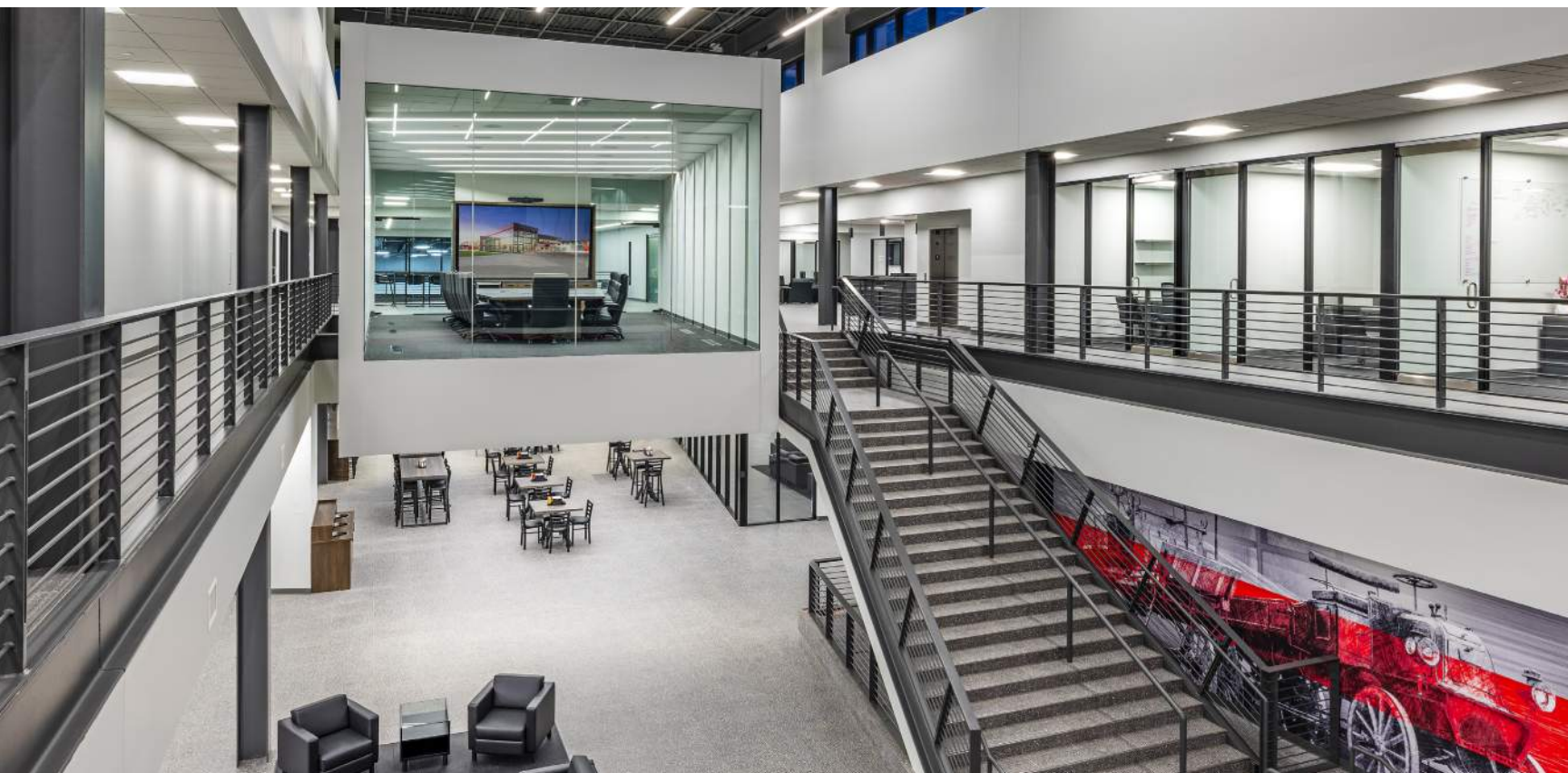
Value Engineering & Cost Reductions

Original Budget Estimate: 20,350,000

Item #	Description	Accepted Amount	Notes
1	Architectural:		
2	White Out Glazing	(\$3,500)	Office glazing to be clear
3	Terrazo Precast StairTreads	(\$125,000)	Replace with tile as per Arch issued revision
4	CL-4 Wood ceiling unit	(\$70,000)	Replace with CL-3
6	Delete QR Code Wall	(\$7,500)	Remove lighted QR but leave design
7	Lobby West Wall	(\$50,000)	West Wall fins
9			
10	Utilities:		
11	Option 1- Install Con-Tech Ultra Flow pipe with specified pipe sizes shown on C-4.00 with Stabilized sand up to 1' below grade	(\$150,000)	
15			
16	Electrical:		
17	E601 – VE UPS-A & UPS-B with alternative manufactures and models.	(\$40,000)	
18	E111/E204 – VE Starline 600T5 system with alternative manufactures and models.	(\$10,000)	
20	26 51 00/E102 – VE lighting package with alternative manufactures and models	(\$85,000)	
23	Generac	(\$50,000)	
28	26 05 33 – Allow EMT > 1 inch Concealed in Ceilings and Interior Walls and Partitions.	(\$5,000)	
29	26 05 33 – Utilize set screw EMT fittings ILO compression type.	(\$10,000)	
30			
31	Mechanical:		
35	AHU-1 thru AHU-3 – provide galvanized steel inner liner in lieu of stainless steel	(\$4,800)	
49	Acoustical Duct Wrap – delete sound lagging material downstream of FPTBs and VAVs	(\$51,380)	Replace with sound attenuators and internal duct liner downstream of 6 over 2000cfm terminal boxes.
50	2D Shop Drawings in lieu of Bim coordinated	(\$2,900)	
51	Fire Alarm:		
52	Remove Voice Evac System	(\$2,500)	
53			
59	Total of Cost Savings	(\$667,580)	
	Additional Owner Contingency	\$200,000	To be used at owners sole discretion
	Budget with selected items	\$19,882,420	

EXHIBIT B

(Contractor's July 2, 2024 Construction Proposal in Response to County RFP#24-064)



FORT BEND COUNTY

Information Technology Building

Proposal Number: RFP 24-064

July 2, 2024 | 2:00pm



Tuesday, July 2, 2024

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

RE: RFP 24-064 Construction of Information Technology Building for Fort Bend County

Dear Selection Committee,

Teal Construction Company is pleased to submit our statement of qualifications for the Fort Bend County Information Technology Building. We look forward to continuing our relationship with Fort Bend County. It is our mission to build structures and life-long relationships through integrity, innovation, high-performance and an experienced professional team. We have multiple unique qualities that will prove to put Teal above the competition.

SUPREME EXPERIENCE IN MUNICIPAL PROJECTS

Teal Construction Company has completed several civic projects including election buildings, libraries, public safety buildings, and city halls and has the understanding of how a high profile project should be managed and delivered. We are excited for the opportunity to add this to our Fort Bend County portfolio. We have the knowledge of both the client and project type that puts us above the competition.

COMMUNICATION

Though we have grown significantly over the last 75 years, we maintain the same values and corporate culture from when we were a much smaller firm. With just under 70 employees between our three office locations, we have relationships with each office and can lean on the knowledge and experience of everyone, no matter their location.

EXCEPTIONAL TEAM MEMBERS

Teal Construction Company has been around for 75 years and has kept a steady company size throughout their time. We keep the company size small, but efficient, because we do not want any client, design team or future clients to be lost in the mix as it may happen with some larger construction companies. Teal wants every client to feel as though they are always heard and can contact us at anytime. We will always work to communicate directly with our team and perform all necessary tasks that are requested. Our proposed project team has past experience collaborating with Fort Bend County on the successful construction of the Fort Bend County Sheriff's Administration Office and the Missouri City Gym rehab.

SAFETY AT THE FOREFRONT

Teal Construction Company puts safety at the forefront of every project and our organization. Each project has a specific safety plan that is unique to the projects scope and surroundings; providing the client, staff and community with a safe construction environment. We have been a recipient of ABC's STEP award since 2008 and have reached Platinum Level every year since 2009. Since 2021, Teal has been recognized with the top award, Diamond Level.

Teal has a vested interest in the cohesion of all collaborating members of the team and will approach your project with the careful consideration of creating the strongest partnership possible between Fort Bend County and Teal Construction. We ensure that we have provided Fort Bend County with a wide range of project experience as well as a qualified team willing to go the extra mile to become a partner. Please feel free to contact me with any questions you may have with our proposed team or qualification package.

Sincerely,

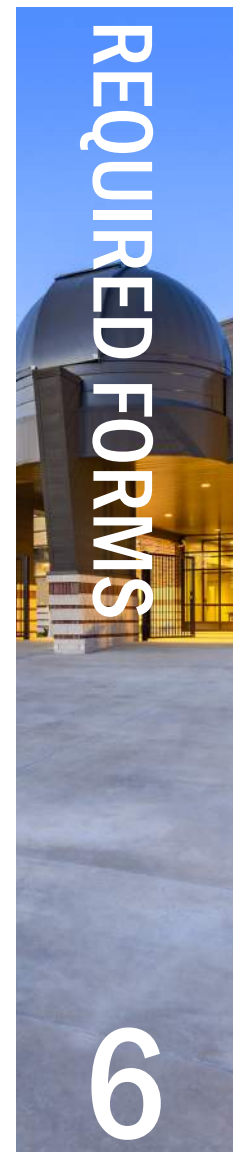


Jennifer King
Vice President
P. (713) 465-8306
jenniferking@tealcon.com



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 COST 1	 UNDERSTANDING SCOPE OF WORK 2	 FIRM EXPERIENCE 3	 STAFF EXPERIENCE 4	 PROPOSED SCHEDULE 5	 REQUIRED FORMS 6
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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.

Teal Construction appreciates the opportunity to propose on the construction of the Fort Bend County Information Technology Building. Teal has provided throughout our qualification package multiple examples of the unique qualities needed in a General Contractor to perform the contract in a safe and secure manner.

Teal constructs multiple multi-story buildings annually across the state. These projects range from administration buildings, office buildings, courthouses, city halls, auto dealerships, and educational facilities. Each project must navigate a myriad of regulatory requirements, zoning laws, and environmental assessments, ensuring compliance while meeting community needs and client goals. The process begins with thorough site assessments and architectural design, followed by securing necessary permits and financing. Construction phases include foundation work, structural framing, installation of essential systems like plumbing and electrical, and finishing touches to ensure safety and habitability. Effective execution requires collaboration among government agencies, contractors, architects, engineers, and laborers, all working towards the successful completion of these transformative projects. The next section explains in detail of our understanding of the scope of work.

In the next tab, we describe how we will work through obstacles that we see in the project as well as our initial thoughts on sequencing. We understand the importance of this building with the growth of the County and are excited to propose on it.

Teal's management team has worked on both new construction and renovation work with Fort Bend County and understands what it takes to get the project done. We have worked hand in hand with the Project Managers to get budget sensitive projects through the finish line. We will do the same with this project. Teal has provided Fort Bend County with the best team for the project. We appreciate the opportunity to partner with the County again!

Primary Contact

Jennifer King
Vice President
Teal Construction Company
p. 713.465.8306
e. jenniferking@tealcon.com





RFP 24-064
Construction of Information Technology Building

Exhibit I: Pricing

Total Bid

\$ **20,350,000**

Calendar days for completion **420**

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

Addendum No 1 dated 6/10/24 Received 6/10/24

Addendum No 2 dated 6/17/24 Received 6/17/24

Addendum No 3 dated 6/20/24 Received 6/20/24

Addendum No 4 dated 6/21/24 Received 6/21/24

Addendum No 5 dated 6/27/24 Received 6/27/24

Teal Construction Company

Name of Respondent



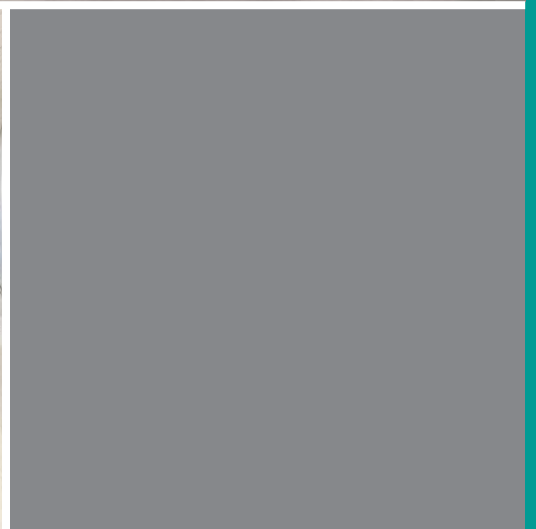
Signature of Authorized Representative

Jennifer King

Printed Name of Representative



2. UNDERSTANDING SCOPE OF WORK



2. UNDERSTANDING SCOPE OF WORK

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.

The new Information Technology building is a 42,173 SF 3-story structural steel office, data center, and multipurpose facility designed to withstand heavy storms. The MEP design consists of a generator with automatic transfer, two chiller units, dedicated CRAC units for the server room as well as UPS protected busways to power the server racks. Structurally the building will be supported by spread footings. The new facility sits on a greenfield site with an existing parking lot that is to be demolished as well as existing trees that will require protection. The site sits within Eugene Heimann Cir surrounded by several accompanying county buildings backing up to the Brazos river. All the county buildings have fiber connectivity between them, and this building will become part of that existing network. The project also consists of parking for 179 vehicles, a loading dock with a loop for drop offs, and a mechanical yard with architectural panels.

POSSIBLE PROJECT OBSTACLES WITH EARLY SOLUTIONS

Generator Procurement

Generators and ATS have current lead times of approximately 52 weeks which with delay could push past our proposed schedule. We have worked with multiple Owner's and AHJ's to receive a Temporary Certificate of Occupancy while we wait on the generator. This sometimes means that we must have a temporary generator to suffice the emergency component in the TCO requirement. Our proposal currently does not include a temporary generator although the scoped temporary generator transfer switch is and should be available in our timeline. We will work with the County and Design Team at contract execution to get all long lead items ordered to reduce fab and ship times to the best of our ability.

Other Long Lead Items

The other long lead items that we see on the project would be the Chiller equipment, Elevators and Electrical main and switchgear. Switchgear currently have a 30+ week lead time. We have been having submittal parties with the Owner, Design team, and subcontractors, to get approvals faster and orders into the suppliers. If not started yet, in the early stages of the project we will need to contact the electrical provider to get into their system to get the permanent power applied for and scheduled.

Mock-Up of Architectural Items

In order to ensure the fabrication and approval of the mock-up items, we have established a detailed schedule and quality control plan for each element. We have also coordinated with the suppliers and subcontractors to expedite the delivery and installation of the materials. The mock-up items will be reviewed by the owner and design team on site and any feedback or changes will be incorporated as soon as possible. By following this process, we aim to avoid any delays or rework that could impact the project timeline.

Concrete Pours and Traffic Management

The following steps will be taken to ensure the proper management of concrete pours and traffic:

- A detailed logistics plan will be prepared and submitted to the owner and design team for approval, showing the routes, times, and locations of the concrete trucks and pumps.
- A dedicated traffic controller will be assigned to coordinate the movement of the concrete trucks and other vehicles on site, as well as to communicate with the surrounding county buildings and personnel.
- A temporary staging area will be designated for the concrete trucks to park and wait before entering the site, minimizing the disruption to the public roads and sidewalks.
- The concrete pours will be scheduled to avoid peak hours and days, and to align with the weather conditions and availability of materials and labor.

SEQUENCE OF EVENTS

Paving phasing plan

The following is a brief overview of the sequence of events for the construction project:

- **Escalated procurement and utility alignment:** As soon as we are awarded the project, we will expedite the procurement process for the materials and equipment needed for the project. We will also coordinate with the utility providers to align the existing and new utilities with the site plan and the building design.
- **Site demolition:** We will clear the site of any existing structures, debris, vegetation, and utilities that are not needed for the project. We will also prepare the site for the earthwork and utilities installation.



- **Earthwork and utilities:** We will excavate, grade, and compact the site to meet the required elevations and slopes for the building foundation and the parking lot. We will also install the underground utilities, such as water, sewer, gas, and electrical lines, and connect them to the main lines outside the site.
- **Paving:** We will pave the parking lot and the driveways with asphalt or concrete, depending on the specifications. We will also mark the parking spaces and install the curbs, gutters, and sidewalks. Our goal is to finish most of the paving before the building steel arrives on site, to avoid delays caused by rain or other weather factors.
- **Steel erection:** We will erect the steel structure of the building, including the columns, beams, trusses, and braces. We will also install the metal decking and the roof insulation.
- **Building envelope:** We will enclose the building with the exterior walls, windows, doors, and roofing materials. We will also install the insulation, vapor barriers, and air barriers to ensure the thermal performance and moisture control of the building. At this point temporary HVAC might be required if we do not have the permanent system ready and utilities hooked up.
- **Interior framing and rough-in:** We will frame the interior walls and ceilings with wood or metal studs, and install the drywall, plaster, or other wall coverings. We will also install the rough-in plumbing, electrical, and mechanical systems, such as pipes, wires, ducts, vents, and outlets. We will coordinate with the subcontractors to ensure the proper installation and inspection of these systems.
- **Detail finish coordination:** We will work on the finishing touches of the interior and exterior of the building, such as painting, flooring, carpentry, cabinetry, countertops, lighting, hardware, and fixtures. We will also coordinate with the architect and the owner to ensure that the finishes match their expectations and preferences. One example of detail finish coordination is making sure that the paint and finish work is complete behind the glass stair rails and other exposed areas that have architectural finishes in front of them.
- **Elevator installation:** We will work with the elevator contractor to install the elevators in the building. We will ensure that the elevators meet the safety and accessibility standards and comply with the codes and regulations. We will also test and adjust the elevators to ensure their proper operation and performance.
- **Server room installation:** We will finish and contain the server room so that we can begin the rack and equipment installation. We will ensure that the server room has adequate ventilation, cooling, power, and security systems. We will also coordinate with the IT staff to ensure the proper configuration and connection of the servers and other devices.
- **Monitor, screen, and signage installation:** We will install the monitors, screens, and signage in the building, such as the lobby display, the conference room projector, and the directional signs. We will ensure that the monitors, screens, and signage are functional, visible, and aesthetically pleasing. We will also coordinate with the owner to ensure that the content and design of the monitors, screens, and signage match their branding and vision.
- **Test and balance and commissioning:** We will test and balance the plumbing, electrical, and mechanical systems in the building, such as the water pressure, the voltage, and the airflow. We will also commission the systems to ensure that they are operating as intended and meet the performance and efficiency standards. We will also conduct a final inspection and obtain the certificate of occupancy from the authorities.
- **Punch list and final clean:** We will work on the punch list items, which are the minor defects or errors that need to be corrected or completed before the project is closed. We will also perform a final clean of the building, removing any dust, debris, or stains that may have accumulated during the construction process. We will prepare the building for the owner turnover and the move-in of the occupants.





3. FIRM'S EXPERIENCE

Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing general contracting services 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.

Full detailed project sheets for the proposed project team are provided on the next few pages.

Project	Project Size	Program	Multi-Story	Envelope Materials	Structural System	Mechanical System
BARC Adoption Center	X	Admin	X		X	X
HCC Felix Fraga Campus	X	Admin + Training	X	X	X	X
BMW Processing Port of	X	Admin + Training		X		
Sames Honda	X	Admin	X	X		
New FBO & Hangar for Atlantic	X	Admin + Training	X	X	X	
Carvana San Antonio	X	Admin	X	X	X	
Fort Bend Co. Sheriffs Office	X	Admin	X	X	X	X
Subaru of Clear Lake	X	Admin	X	X	X	
North Corpus Christi Honda	X	Admin	X	X		
AEP Service Center - CC	X	Admin + Training	X	X	X	X
AEP Lon Hill Service Center	X	Admin + Training	X	X	X	X
City of San Marcos FS #4	X	Admin + Training	X			
Hondo ISD - Fine Arts Building	X	Admin	X	X	X	X
SAWS Phase II ESOC	X	Admin + Training	X	X		X
SAWS Phase II NWOC	X	Admin	X	X		X
DOGGETT FORD - 2019	X	Admin + Training	X	X	X	
INEOS Styrolution Multiuse Bld	X	Admin + Training	X	X		X
HFWS - Construction	X	Admin + Training	X	X	X	
Brownsville Honda	X	Admin + Training	X	X	X	
Payne CDR+J Edinburg	X	Admin + Training	X	X	X	
Medina County Courthouse Annex	X	Admin + Training	X	X	X	
Wischnewsky CDRJ	X	Admin + Training	X	X	X	
Rockport City Hall	X	Admin + Training	X		X	
Aransas County Courthouse	X	Admin + Training	X		X	
District West Self Storage	X	Multi-Use	X		X	
Fort Bend Community Center	X	Admin + Training	X	X	X	X
Leif Johnson Ford East & West	X	Admin + Training	X	X	X	
Helfman Ford Part Building	X	Admin + Training	X	X		
Rockport Fulton High School	X	Admin + Training	X	X	X	X





Doggett Ford

This new 62,500-SF tilt-wall Ford Dealership is Class A steel with an ACM, glass, and concrete façade. The building has a 29-bay service department fully air-conditioned with a separate four bay detail area outside. Customer comfort and convenience is prominent in the design of the dealership with a centrally themed layout. The design build project allowed Teal to work directly with Ford Land to receive variances for their client from the Ford prototype. The new building has a separate storefront for the parts department to allow customers to walk straight in and order. The building is a “L” configuration versus the standard “T” that has service in the back of the building. The new building footprint allowed for better use of the site and visibility from the busy I-45 corridor in Houston. The new building was constructed while a temporary dealership was being ran on the same site. Teal worked with the Owner on logistics during preconstruction and updated logistics plans throughout the construction.

- ✓ MULTISTORY
- ✓ OPEN WORK AREAS
- ✓ HEAVY STORM STRUCTURE
- ✓ LARGE PAVING SITE
- ✓ OFFICE BUILDING
- ✓ BUILDING ENVELOPE

PROJECT INFORMATION

Owner:

Doggett Industries
Landon Duncan
281.249.4617

Location:

Houston, TX

Completion Date:

2020

Cost:

\$12,516,000





Medina County Courthouse Annex

The Medina County Courthouse Annex combines multiple departments into a two-story facility visually connected to the historic courthouse, which inspired its finish selections. It offers public access to multiple services, a secure second-floor courtroom, and systems for long-term growth. The first floor houses public functions and services, including the elections and County Clerk's office, multipurpose conference and voting room, break room, County Commissioner's Court, and offices for the auditor, treasurer, and commissioner.

The second floor contains the judge's offices, courtrooms, pretrial services, and deliberation rooms, enhancing security and access control. The secured side has its own entry point, conference space, breakroom, elevator, stairs, and restrooms. The courtroom features ADA accommodations like wide aisles and clear sightlines for the judge's bench and juror box.

✓ MULTISTORY

✓ PUBLIC BUILDING

✓ OFFICE BUILDING

✓ LARGE PAVING SITE

✓ OPEN WORK AREAS

PROJECT INFORMATION

Owner:

Medina County
Keith Lutz
830.741.1472

Location:

Hondo, TX

Completion Date:

2021

Final Cost::

\$11,120,063





Houston Freightliner Western Star

The new Freightliner dealership is on a 64-acre tract that includes multiple buildings, 5-acre detention pond, three buildings, trailer drop parking, and over twenty five acres of concrete paving. The new tiltwall buildings include 325,000-SF office, warehouse, and service center; 24,000-SF training building, and small security building at the entry. The new facility consists of a ninety bay service center which includes spaces for heavy trucks, buses, fire stations, RV, and other large vehicles. The new corporate facility will combine three other facilities in Houston into one. The shipping and receiving area has a loading dock with four large heavy truck deliveries and ten other truck size spaces.

- ✓ MULTISTORY
- ✓ OPEN WORK AREAS
- ✓ HEAVY STORM STRUCTURE
- ✓ LARGE PAVING SITE
- ✓ OFFICE BUILDING
- ✓ BUILDING ENVELOPE

PROJECT INFORMATION

Owner:

ARNBE Property Management
Bob Garwood
713.580.8101

Location:

Houston, TX

Completion Date:

2021

Final Cost::

\$52,740,302





American Electric Power - Crosstown

AEP Service Center is a 94,780-SF multi-use building. The new facility will provide AEP with an office building, warehouse, and service center for their vehicles. The site includes approximately twenty acres of concrete and asphalt paving. The office building includes 130 person meeting spaces, locker rooms, offices, large cubicle areas, conference rooms, and support areas for the other functions of the facility. The different structures include both pre-engineered metal and class A structural steel that support the tilt-wall panels of the exterior envelope. The new facility will serve as a hurricane evacuation shelter as it is rated for a Category 5 hurricane.

- ✓ OFFICE BUILDING
- ✓ LARGE PAVING SITE
- ✓ HEAVY STORM STRUCTURE
- ✓ OPEN WORK AREAS
- ✓ LOADING DOCKS

PROJECT INFORMATION

Owner:

**due to AEP corporate internal regulations they do not give references – please reach out to architect*

Andre Gray

Moody Nolan

214.377.8662

agray@moodynolan.com

Location:

Corpus Christi, TX

Completion Date:

2019

Final Cost::

\$21,150,000





San Antonio Water Systems - ESOC Administration Building

The San Antonio Water Systems project was a project for new construction of an Admin building, Supply Building, and the renovation of the Training Building on the East Side Operations Campus. The program included office space, locker rooms, training, warehouse, maintenance, fitness, laboratory and auxiliary spaces for multiple divisions of SAWS. All projects were constructed in a phased approach that allowed continuous operations of the facility.

The site was occupied and under operation 24/7 365 days a year. During the renovation portion of the work, Teal worked with the building occupants and Owner Project Manager to move them around to allow for construction to take place. Any work that was done during the day had to be cleaned and put up after the shift was over. We worked with the team on shutdowns and start ups for all life safety devices and utilities to the building.

PROJECT INFORMATION

Owner:

San Antonio Water Systems

Location:

San Antonio, TX

Completion Date:

2020

Final Cost::

\$13,214,000

- ✓ OFFICE BUILDING
- ✓ LARGE PAVING SITE
- ✓ MULTISTORY
- ✓ MULTIPURPOSE SPACES
- ✓ OPEN WORK AREAS
- ✓ BUILDING ENVELOPE





Houston Community College Felix Fraga STEM Building

The project is a two-story STEM Academic Center for Houston Community College. The ground up facility is an additional building resource to the growing campus. The building contains biology labs, chemistry labs, simulation rooms, classrooms, offices, student lounge, and auxiliary spaces to support. The main feature of the building, exterior observatory, is on the second story of the building overlooking the entry. The observatory has a 360 degree turning radius with motors. The building is class A structural steel with brick, glazing, and metal panels.

- ✓ **MULTISTORY**
- ✓ **OPEN WORK AREA**
- ✓ **MULTIPURPOSE SPACE**
- ✓ **BUILDING ENVELOPE**

PROJECT INFORMATION

Owner:

Houston Community College

Location:

Houston, TX

Completion Date:

2017

Final Cost::

\$10,186,687



4. STAFF EXPERIENCE



4. STAFF EXPERIENCE

Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing project management and construction services 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, the client, and a contact person and phone number and completion date. In addition, provide resumes for project superintendent and project manager who will be assigned to this project.

FORT BEND COUNTY

MICHAEL MORALE

Project Executive

BLAKE EDWARDS

Project Manager

MARK BAUMGARD

Superintendent

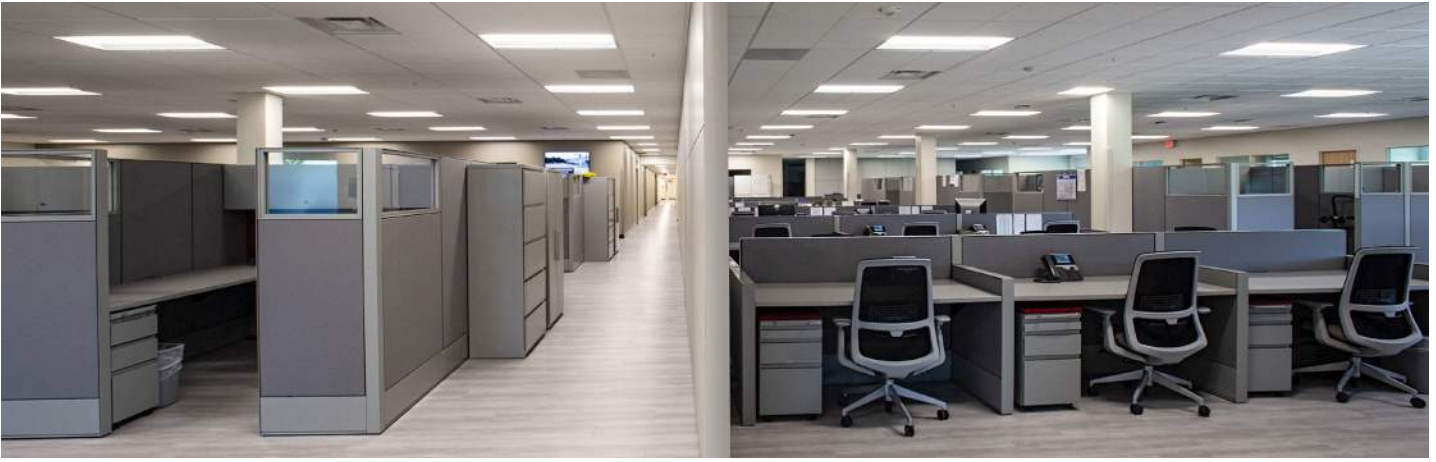
PROJECT SUPPORT

**PROJECT
COORDINATOR**

SAFETY MANAGER

QAQC MANAGER





Michael Morale PROJECT EXECUTIVE

EDUCATION

Bachelor of Science in
Construction Engineering
University of Southern
Mississippi

Master Electrician
LEED AP BD&C

EMPLOYMENT

Teal Construction
2018 - Present
Warwick Construction
2017-2018
CRC Construction Services
2010-2017
M&M Electrical Services
1996-2010

REFERENCES

Landon Duncan
Doggett Industries
281.249.4617

Scott Harmon
Aldine ISD
281.924.6311

Mr. Michael Morale brings over 15 years of experience in the commercial construction industry, where he has excelled in leading, managing, and coordinating projects. His responsibilities include overseeing the entire construction process, providing technical and administrative direction to ensure that the Owner's objectives are met. He develops methods and procedures to facilitate the efficient transfer of projects to operations.

In addition, Mr. Morale offers advice, guidance, and direction to implement major plans and procedures. He coordinates with external professionals on contract, legal, insurance, and risk management issues. He also implements and manages construction programs, including systems for contracting professionals and coordinating cost control and design management.

RELEVANT PROJECTS

Houston Freightliner Western Star | Houston, TX

San Antonio Water Systems - ESOC Administration Building | San Antonio, TX

Doggett Ford | Houston, TX

Houston Community College Felix Fraga STEM Building | Houston, TX

TEAM PROJECTS

Mustang Cat Willis | Willis, TX

Mustang Cat Angleton | Angleton

Helfman Ford Parts Building | Meadows Place, TX

PROJECT HIGHLIGHTS

Fort Bend County Missouri City Gym Rehab | Missouri City, TX

Fort Bend County Sheriff's Annex | Richmond, TX

Fort Bend County Community Center | Richmond, TX

Fort Bend County Linear Jail Renovation | Richmond, TX

Aldine ISD Eisenhower High School Renovations | Houston, TX

Houston Community College Felix Fraga S.T.E.M. Building | Houston, TX

Rayburn Elementary | Dallas, TX

Bowie Elementary | Dallas, TX

City of Houston Fire Station No. 55 | Houston, TX





Blake Edwards PROJECT MANAGER

EDUCATION

Bachelor of Science in
Agricultural Business
Sam Houston State University

SPECIALIZED TRAINING

OSHA 30 hour certified
First Aid CPR

EMPLOYMENT

Teal Construction
2023 - Present
Pogue Construction
2021 - 2023
Paradigm Construction
2018 - 2021
Christensen Building Group
2015 - 2018

Mr. Blake Edwards has eight years of experience in the commercial construction industry, where he excels in leading, managing, and coordinating projects.

He adeptly handles client and consultant meetings, organizes weekly budgetary and progress meetings, and prepares subcontract agreements, change orders, and project schedules. Through meticulous oversight of general conditions and ordered supplies, Blake ensures budget adherence. He also approves product submittals, negotiates and awards contracts, and produces schedules of values and pay requests.

Blake is responsible for project estimating, budgeting, and the allocation of future funds. He fosters a work environment characterized by open communication and team synergy, effectively delegating tasks and implementing company policies and procedures. His diplomatic and communication skills are key to delivering successful projects on time and within budget.

RELEVANT PROJECTS

City of Dayton Public Police Station | Dayton, TX

City of Dayton Public Court House | Dayton, TX

Bellaire City Hall | Bellaire, TX

Bellaire Civic Center | Bellaire, TX

Bellaire Court House | Bellaire, TX

Bellaire Police Station | Bellaire, TX

TEAM PROJECTS

Mustang Cat Willis | Willis, TX

Mustang Cat Angleton | Angleton

Helfman Ford Parts Building | Meadows Place, TX

PROJECT HIGHLIGHTS

Montgomery County ESD #8 Station 11-1 | Conroe, TX

Montgomery County ESD #8 Station 11-5 | Conroe, TX

Montgomery County ESD #8 Station 11-6 | Conroe, TX

Conroe Fire Station #7 & Fire Training Facility | Conroe, TX

City of Dayton Public Safety Buildings | Dayton, TX

Harris County ESD #6 Klein Fire Station #32 | Klein, TX





Mark Baumgard SUPERINTENDENT | FIELD MANAGER

SPECIALIZED TRAINING

30 HR OSHA
Basic Plus - HASC
First Aid & CPR

EMPLOYMENT HISTORY

Teal Construction
2008 - present

REFERENCES

Deena Knox
Texas Bay Area Credit Union
713.852.6703

Eric Battle
MG Architects
713.552.0707

Samuel Rojas
VR Electric
281.208.8811

Mark Baumgard is a Superintendent for Teal Construction, dedicated to being on-site full-time for the projects he is assigned to. He directs all construction-related activities and coordinates the scheduling of subcontractors and material suppliers.

With over 20 years of general building experience, Mr. Baumgard brings a wealth of expertise to every project. He has a proven ability to efficiently schedule trades in quick succession, oversee every detail, communicate openly with the project team, and deliver completed facilities on time and within budget.

On each project, Mr. Baumgard establishes a strong leadership presence while maintaining excellent rapport with subcontractors. He is skilled in all aspects of the construction industry and is particularly known for his meticulous follow-up skills.

RELEVANT PROJECTS

San Antonio Water Systems - ESOC Administration Building | San Antonio, TX
Houston Community College Felix Fraga STEM Building | Houston, TX
Medina County Courthouse Annex | Hondo, TX
American Electric Power - Crosstown | Corpus Christi, TX

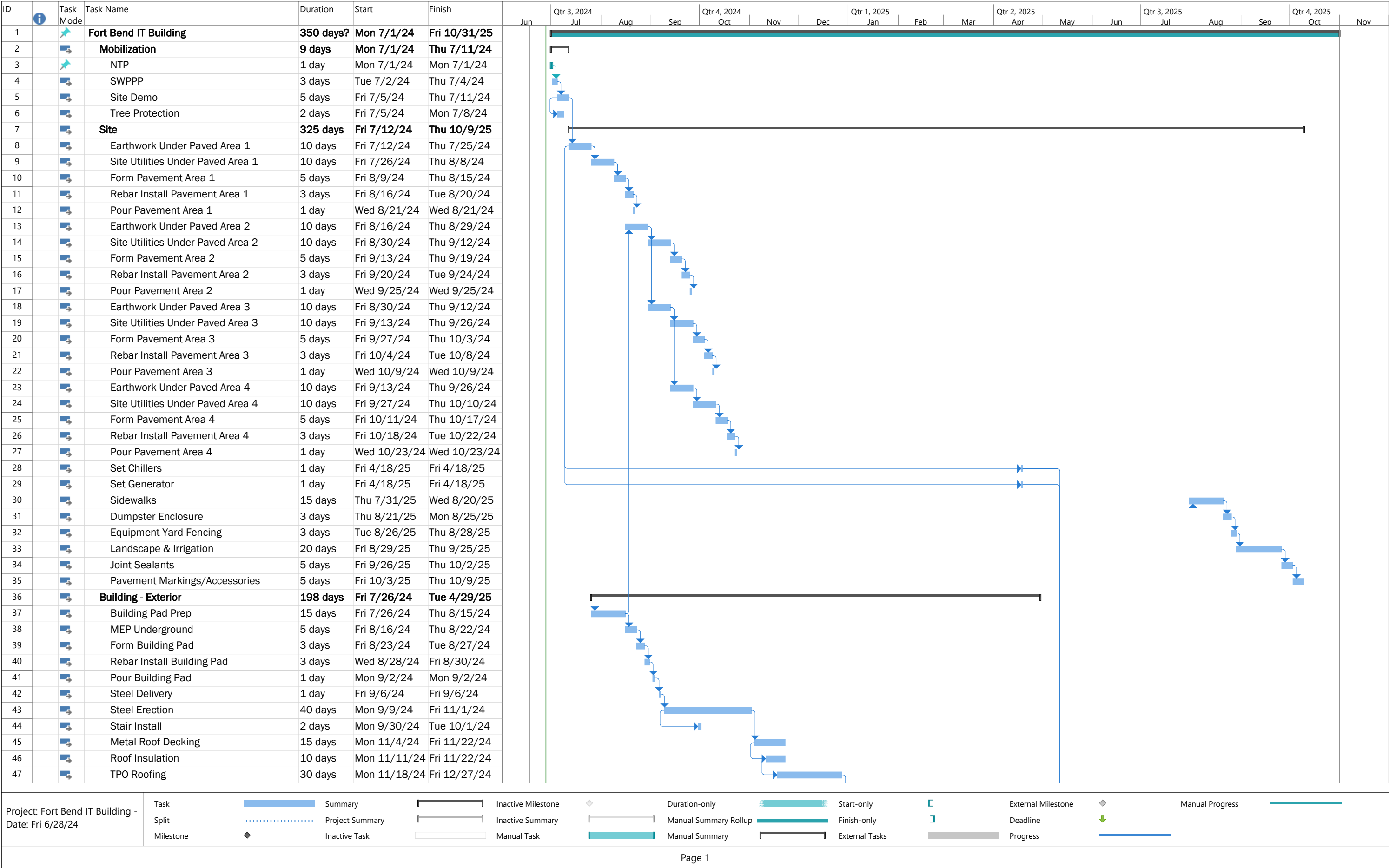
TEAM PROJECTS

Mustang Cat Willis | Willis, TX
Mustang Cat Angleton | Angleton, TX
Helfman Ford Parts Building | Meadows Place, TX

PROJECT HIGHLIGHTS

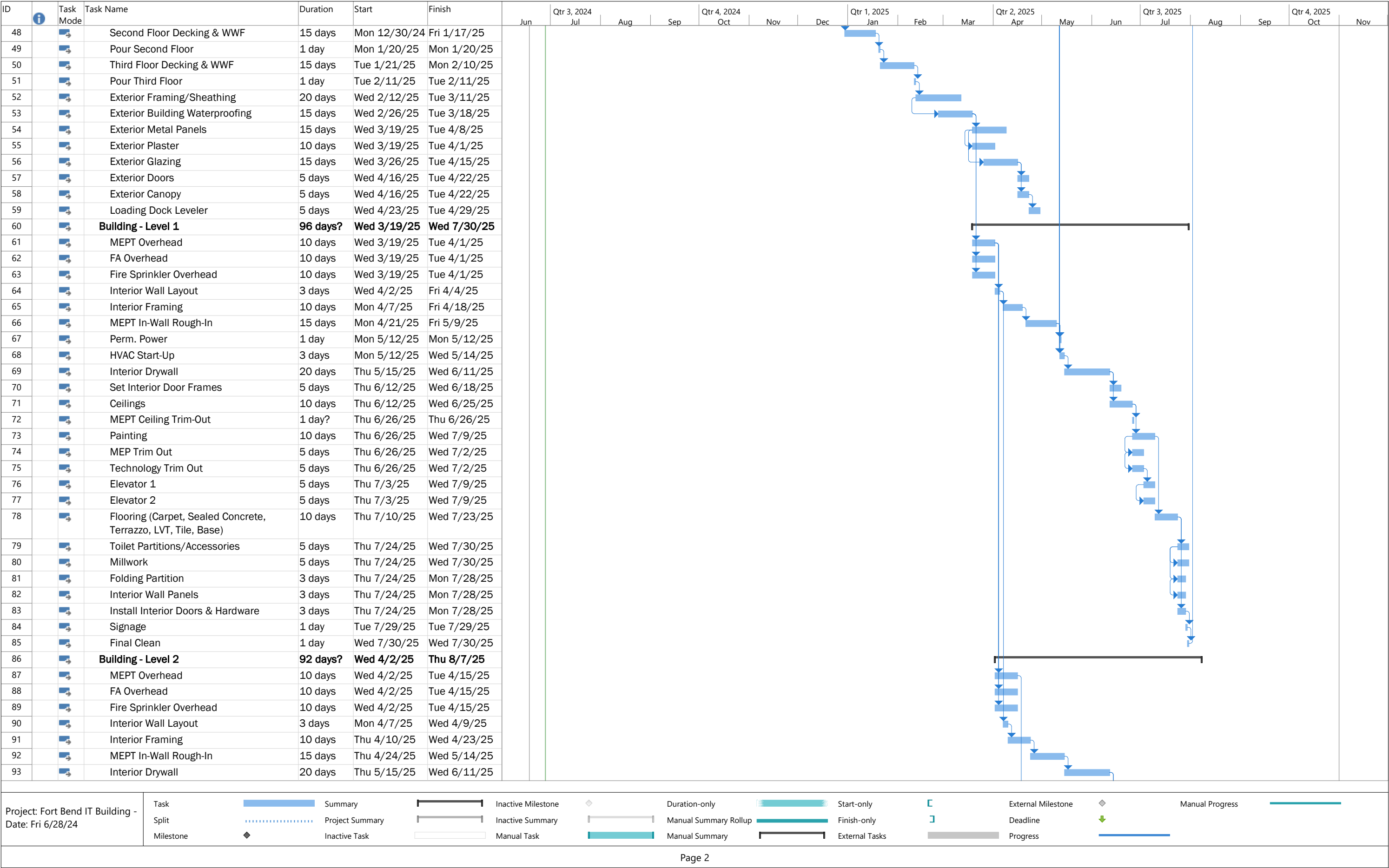
Mesa Road Heavy Trucking Facility | Houston, TX
San Antonio Water Systems East Side Operations Center | San Antonio, TX
AEP Crosstown | Corpus Christi, TX
San Antonio ISD - Cast Med High School Renovations & Additions | San Antonio, TX
Alief ISD - Scanlan Oaks Elementary Classroom Addition | Houston, TX
HCC Felix Fraga STEM Building | Houston, TX
Dezavala Elementary | Houston, TX
Humble 9th Grade | Humble, TX
Christian Life Center | Houston, TX



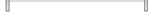


5. PROPOSED SCHEDULE





Page 2

ID	 Task Mode	Task Name	Duration	Start	Finish	Jun	Qtr 3, 2024 Jul	Aug	Sep	Qtr 4, 2024 Oct	Nov	Dec	Qtr 1, 2025 Jan	Feb	Mar	Qtr 2, 2025 Apr	May	Jun	Qtr 3, 2025 Jul	Aug	Sep	Qtr 4, 2025 Oct	Nov
94		Set Interior Door Frames	5 days	Thu 6/12/25	Wed 6/18/25																		
95		Ceilings	10 days	Thu 6/12/25	Wed 6/25/25																		
96		MEPT Ceiling Trim-Out	1 day?	Thu 6/26/25	Thu 6/26/25																		
97		Painting	10 days	Fri 6/27/25	Thu 7/10/25																		
98		Flooring (Carpet, Sealed Concrete, Terrazzo, LVT, Tile, Base)	10 days	Fri 7/11/25	Thu 7/24/25																		
99		Toilet Partitions/Accessories	5 days	Fri 7/25/25	Thu 7/31/25																		
100		Millwork	5 days	Fri 7/25/25	Thu 7/31/25																		
101		MEP Trim Out	5 days	Fri 7/25/25	Thu 7/31/25																		
102		Technology Trim Out	5 days	Fri 7/25/25	Thu 7/31/25																		
103		Elevator 1	5 days	Fri 7/25/25	Thu 7/31/25																		
104		Elevator 2	5 days	Fri 7/25/25	Thu 7/31/25																		
105		Interior Wall Panels	3 days	Fri 8/1/25	Tue 8/5/25																		
106		Install Interior Doors & Hardware	3 days	Fri 8/1/25	Tue 8/5/25																		
107		Signage	1 day	Wed 8/6/25	Wed 8/6/25																		
108		Final Clean	1 day	Thu 8/7/25	Thu 8/7/25																		
109		Building - Level 3	117 days?	Wed 4/16/25	Thu 9/25/25																		
110		MEPT Overhead	10 days	Wed 4/16/25	Tue 4/29/25																		
111		FA Overhead	10 days	Wed 4/30/25	Tue 5/13/25																		
112		Fire Sprinkler Overhead	10 days	Wed 4/30/25	Tue 5/13/25																		
113		Interior Wall Layout	3 days	Wed 5/14/25	Fri 5/16/25																		
114		Interior Framing	10 days	Mon 5/19/25	Fri 5/30/25																		
115		MEPT In-Wall Rough-In	15 days	Mon 6/2/25	Fri 6/20/25																		
116		Interior Drywall	20 days	Mon 6/23/25	Fri 7/18/25																		
117		Set Interior Door Frames	5 days	Mon 7/21/25	Fri 7/25/25																		
118		Ceilings	10 days	Mon 7/21/25	Fri 8/1/25																		
119		MEPT Ceiling Trim-Out	1 day?	Mon 8/4/25	Mon 8/4/25																		
120		Painting	10 days	Tue 8/5/25	Mon 8/18/25																		
121		Flooring (Carpet, Sealed Concrete, Terrazzo, LVT, Tile, Base)	10 days	Tue 8/19/25	Mon 9/1/25																		
122		Toilet Partitions/Accessories	5 days	Tue 9/2/25	Mon 9/8/25																		
123		Millwork	5 days	Tue 9/2/25	Mon 9/8/25																		
124		MEP Trim Out	5 days	Tue 9/9/25	Mon 9/15/25																		
125		Technology Trim Out	5 days	Tue 9/9/25	Mon 9/15/25																		
126		Elevator 1	5 days	Tue 9/9/25	Mon 9/15/25																		
127		Elevator 2	5 days	Tue 9/9/25	Mon 9/15/25																		
128		Interior Wall Panels	3 days	Tue 9/16/25	Thu 9/18/25																		
129		Install Interior Doors & Hardware	3 days	Fri 9/19/25	Tue 9/23/25																		
130		Signage	1 day	Wed 9/24/25	Wed 9/24/25																		
131		Final Clean	1 day	Thu 9/25/25	Thu 9/25/25																		
132		Finals	28 days	Wed 9/24/25	Fri 10/31/25																		
133		Final Testing	5 days	Wed 9/24/25	Tue 9/30/25																		
134		AHJ Inspection	1 day	Wed 10/1/25	Wed 10/1/25																		
135		Elevator Inspection	1 day	Thu 10/2/25	Thu 10/2/25																		
136		Substantial Completion	1 day	Fri 10/3/25	Fri 10/3/25																		
137		Punchlist/Closeout/Final Completion	20 days	Mon 10/6/25	Fri 10/31/25																		
Project: Fort Bend IT Building - Date: Fri 6/28/24 Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress  																							
Page 3																							

6. REQUIRED FORMS





COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Teal Construction Company			
Business Name (if different from legal name)				
Type of Business	☒ Corporation/LLC ☐ Sole Proprietor/Individual	☐ Partnership ☐ Tax Exempt	Age in Business? 77 years	
Federal ID # or S.S. #	74-1467034	SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE				
Publicly Traded Business	☒ No ☐ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address	1335 Brittmoore Road			
City/State/Zip	Houston, TX 77043			
Phone Number	713.465.8306			
E-mail	jnowak@tealcon.com			
Contact Person	John Nowak			
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 # _____	Cert Date _____ _____ _____ _____	Exp Date _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 ☒		
NAICs codes (Please enter all that apply)	2362			
Signature of Authorized Representative				
Printed Name	Jennifer King			
Title	Vice President			
Date	June 25, 2024			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE



Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
---	--	---

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. Teal Construction Company 2 Business name/disregarded entity name, if different from above 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 ☐ 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) ▶ _____ ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate 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. 1335 Brittmoore Rd 6 City, state, and ZIP code Houston, TX 77043 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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number or Employer identification number 7 4 - 1 4 6 7 0 3 4
--	---

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 for Part II, later.
---	--

Sign Here	Signature of U.S. person ▶	Date ▶ 1-30-2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-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.: RFP 24-064

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

Taxpayer Identification Number (T.I.N.): 74-1467034

Company Name submitting Bid/Proposal: Teal Construction Company

Mailing Address: 1335 Brittmoore Road, Houston, TX 77043

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

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

N/A

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

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

* 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.

Jennifer Bell

- 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 Teal Construction Company is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

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

Created 05/12



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:

Teal Construction Company

(Company/Contractor)

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

A handwritten signature in blue ink, appearing to read "Jennifer King".

Contractor Signature

June 25, 2024

Date

Jennifer King

Printed Name

Vice President

Title





Teal Construction Company
1335 Brittmoore Road
Houston, TX 77043

p:713.465.8306
jenniferking@tealcon.com



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

June 10, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 24-064 – Construction of Information Technology Building

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 document while preparing their solicitation response. Changes include revised specifications, drawing sheets, and Q&A#1 provided by Architect.

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

TEAL CONSTRUCTION COMPANY

Company Name

06/19/2024

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

June 17, 2024

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County RFP 24-064 – Construction of Information Technology Building

Addendum 2:

Attached is addendum 2. Vendors are to utilize Addendum 2 document while preparing their solicitation response. Changes include revised specifications, drawing sheets, and Q&A#2 provided by Architect. Additional questions and answers are to be addressed in an upcoming addendum.

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

TEAL CONSTRUCTION COMPANY

Company Name

06/19/2024

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

June 20, 2024

TO: All Prospective Bidders

RE: Addendum No. 3 – Fort Bend County RFP 24-064 – Construction of Information Technology Building

Addendum 3:

Attached is addendum 3. Vendors are to utilize Addendum 3 document while preparing their solicitation response. Changes include revised specifications, drawing sheets, and Q&A#3 provided by Architect. Additional questions and answers received prior to the questions deadline are to be addressed in an upcoming addendum.

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

TEAL CONSTRUCTION COMPANY

Company Name

06/20/2024

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

June 21, 2024

TO: All Prospective Bidders

RE: Addendum No. 4 – Fort Bend County RFP 24-064 – Construction of Information Technology Building

Addendum 4:

Attached is addendum 4. Vendors are to utilize Addendum 4 document while preparing their solicitation response. Changes include proposal due date extension to July 2, 2024 and revised specifications, drawing sheets, and Q&A#4 provided by Architect.

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

TEAL CONSTRUCTION COMPANY

Company Name

06/21/24

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar
County Purchasing Agent

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

June 27, 2024

TO: All Prospective Bidders

RE: Addendum No. 5 – Fort Bend County RFP 24-064 – Construction of Information Technology Building

Addendum 5:

Attached is addendum 5. Vendors are to utilize Addendum 5 document while preparing their solicitation response. Changes include revised drawing sheets A100, A107 and A901 provided by Architect.

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

[Teal Construction](#)

Company Name



Signature of person receiving addendum

06/27/2024

Date

If you have any questions, please contact this office.

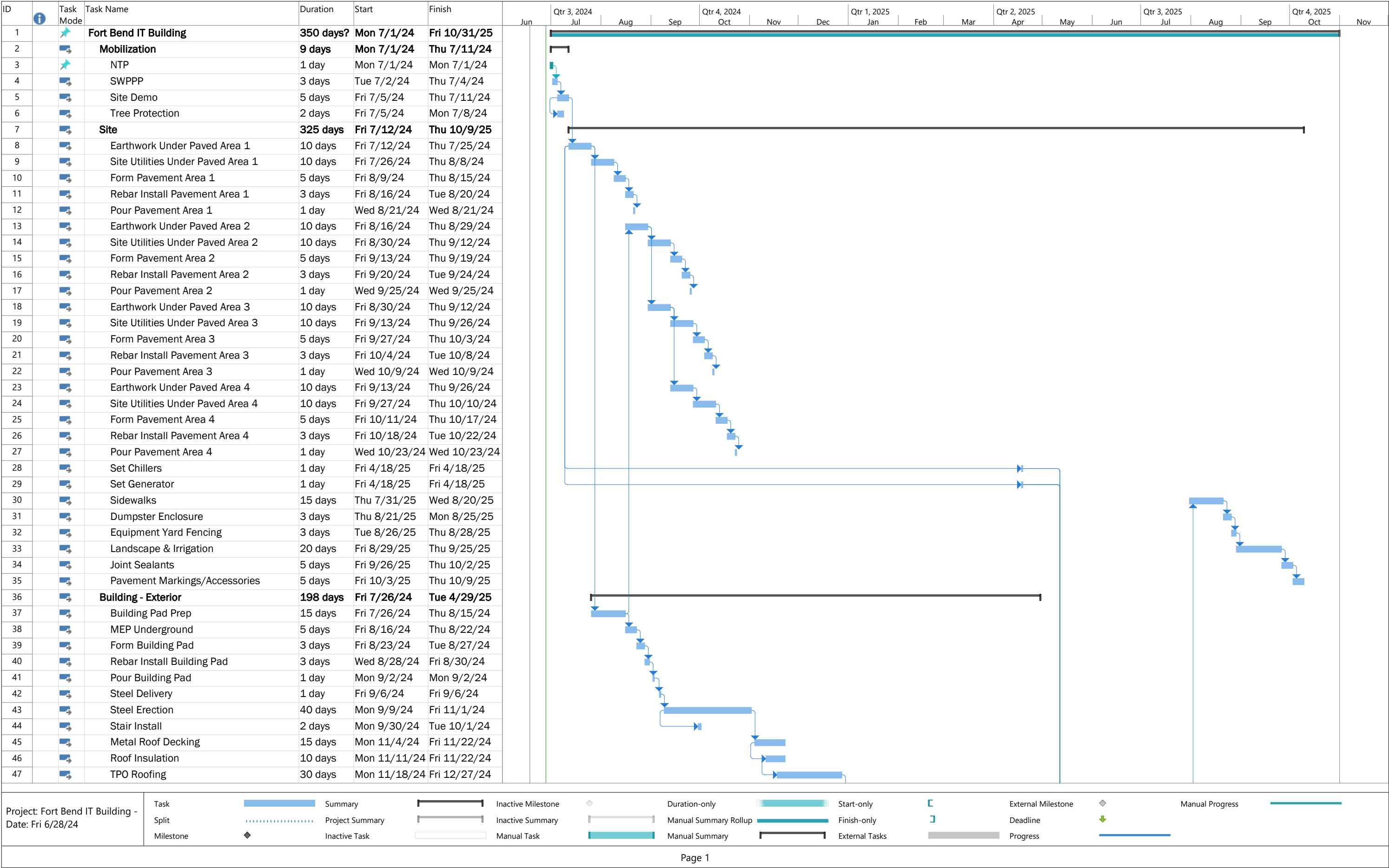
Sincerely,

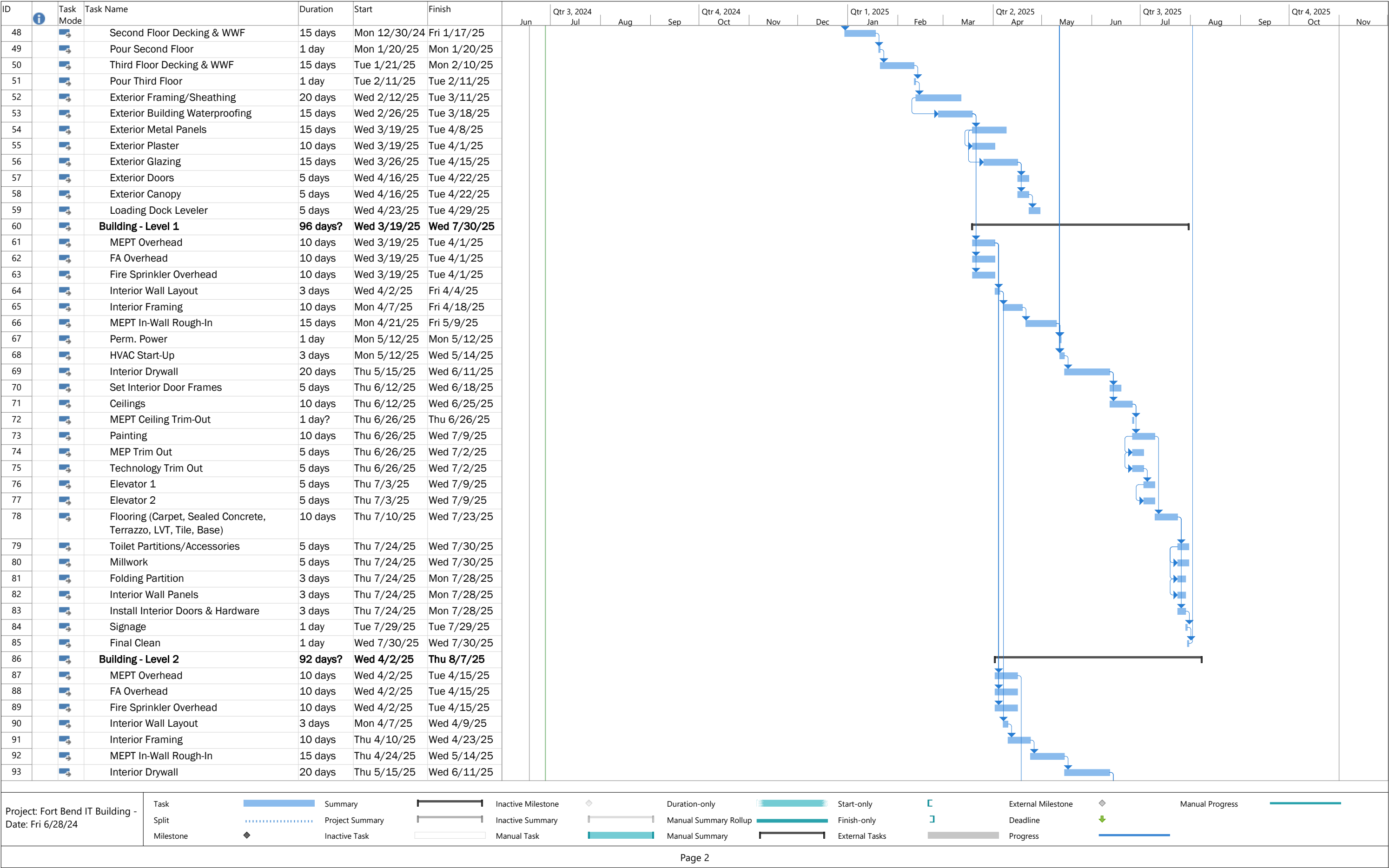


Brooke Lindemann
Senior Buyer

EXHIBIT C

(Contractor's Proposed Construction Schedule as provided in Contractor's July 2, 2024
Construction Proposal in Response to County RFP #24-064)





Page 2

ID	 Task Mode	Task Name	Duration	Start	Finish	Jun	Qtr 3, 2024 Jul	Aug	Sep	Qtr 4, 2024 Oct	Nov	Dec	Qtr 1, 2025 Jan	Feb	Mar	Qtr 2, 2025 Apr	May	Jun	Qtr 3, 2025 Jul	Aug	Sep	Qtr 4, 2025 Oct	Nov
94		Set Interior Door Frames	5 days	Thu 6/12/25	Wed 6/18/25																		
95		Ceilings	10 days	Thu 6/12/25	Wed 6/25/25																		
96		MEPT Ceiling Trim-Out	1 day?	Thu 6/26/25	Thu 6/26/25																		
97		Painting	10 days	Fri 6/27/25	Thu 7/10/25																		
98		Flooring (Carpet, Sealed Concrete, Terrazzo, LVT, Tile, Base)	10 days	Fri 7/11/25	Thu 7/24/25																		
99		Toilet Partitions/Accessories	5 days	Fri 7/25/25	Thu 7/31/25																		
100		Millwork	5 days	Fri 7/25/25	Thu 7/31/25																		
101		MEP Trim Out	5 days	Fri 7/25/25	Thu 7/31/25																		
102		Technology Trim Out	5 days	Fri 7/25/25	Thu 7/31/25																		
103		Elevator 1	5 days	Fri 7/25/25	Thu 7/31/25																		
104		Elevator 2	5 days	Fri 7/25/25	Thu 7/31/25																		
105		Interior Wall Panels	3 days	Fri 8/1/25	Tue 8/5/25																		
106		Install Interior Doors & Hardware	3 days	Fri 8/1/25	Tue 8/5/25																		
107		Signage	1 day	Wed 8/6/25	Wed 8/6/25																		
108		Final Clean	1 day	Thu 8/7/25	Thu 8/7/25																		
109		Building - Level 3	117 days?	Wed 4/16/25	Thu 9/25/25																		
110		MEPT Overhead	10 days	Wed 4/16/25	Tue 4/29/25																		
111		FA Overhead	10 days	Wed 4/30/25	Tue 5/13/25																		
112		Fire Sprinkler Overhead	10 days	Wed 4/30/25	Tue 5/13/25																		
113		Interior Wall Layout	3 days	Wed 5/14/25	Fri 5/16/25																		
114		Interior Framing	10 days	Mon 5/19/25	Fri 5/30/25																		
115		MEPT In-Wall Rough-In	15 days	Mon 6/2/25	Fri 6/20/25																		
116		Interior Drywall	20 days	Mon 6/23/25	Fri 7/18/25																		
117		Set Interior Door Frames	5 days	Mon 7/21/25	Fri 7/25/25																		
118		Ceilings	10 days	Mon 7/21/25	Fri 8/1/25																		
119		MEPT Ceiling Trim-Out	1 day?	Mon 8/4/25	Mon 8/4/25																		
120		Painting	10 days	Tue 8/5/25	Mon 8/18/25																		
121		Flooring (Carpet, Sealed Concrete, Terrazzo, LVT, Tile, Base)	10 days	Tue 8/19/25	Mon 9/1/25																		
122		Toilet Partitions/Accessories	5 days	Tue 9/2/25	Mon 9/8/25																		
123		Millwork	5 days	Tue 9/2/25	Mon 9/8/25																		
124		MEP Trim Out	5 days	Tue 9/9/25	Mon 9/15/25																		
125		Technology Trim Out	5 days	Tue 9/9/25	Mon 9/15/25																		
126		Elevator 1	5 days	Tue 9/9/25	Mon 9/15/25																		
127		Elevator 2	5 days	Tue 9/9/25	Mon 9/15/25																		
128		Interior Wall Panels	3 days	Tue 9/16/25	Thu 9/18/25																		
129		Install Interior Doors & Hardware	3 days	Fri 9/19/25	Tue 9/23/25																		
130		Signage	1 day	Wed 9/24/25	Wed 9/24/25																		
131		Final Clean	1 day	Thu 9/25/25	Thu 9/25/25																		
132		Finals	28 days	Wed 9/24/25	Fri 10/31/25																		
133		Final Testing	5 days	Wed 9/24/25	Tue 9/30/25																		
134		AHJ Inspection	1 day	Wed 10/1/25	Wed 10/1/25																		
135		Elevator Inspection	1 day	Thu 10/2/25	Thu 10/2/25																		
136		Substantial Completion	1 day	Fri 10/3/25	Fri 10/3/25																		
137		Punchlist/Closeout/Final Completion	20 days	Mon 10/6/25	Fri 10/31/25																		
Project: Fort Bend IT Building - Date: Fri 6/28/24 Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress																							
Page 3																							

EXHIBIT D

(Prevailing Wage Rates Follow Behind)

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 01/05/2024

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		
0	01/05/2024		
		Rates	Fringes
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 01/01/2023			
ELEVATOR MECHANIC		\$ 49.15	37.335+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
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41 **	3.98
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BRICKLAYER	\$ 19.86	0.00
------------	----------	------

CAULKER	\$ 15.36 **	0.00
---------	-------------	------

CEMENT MASON/CONCRETE FINISHER	\$ 13.82 **	0.00
--------------------------------	-------------	------

DRYWALL FINISHER/TAPER	\$ 16.30 **	3.71
------------------------	-------------	------

DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
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ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
---------------------------------------	----------	------

ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
---------------------------------------	----------	------

FLOOR LAYER: Carpet	\$ 20.00	0.00
---------------------	----------	------

FORM WORKER	\$ 11.87 **	0.00
-------------	-------------	------

GLAZIER	\$ 19.12	4.41
---------	----------	------

INSULATOR – BATT	\$ 14.87 **	0.73
------------------	-------------	------

IRONWORKER, REINFORCING	\$ 12.10 **	0.00
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LABORER: Common or General	\$ 10.79 **	0.00
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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.

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Teal Construction Company
Houston, TX United States

Certificate Number:
2024-1182027

Date Filed:
06/28/2024

Date Acknowledged:
11/12/2024

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

Fort Bend County

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

RFP 24-064
Construction of Information Technology Building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Teal Construction Company	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)