

STATE OF TEXAS §
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 COUNTY OF FORT BEND §

**AGREEMENT FOR DESIGN-BUILD SERVICES
 FOR THE DESIGN AND CONSTRUCTION OF THE BAY ENCLOSURE AT
 FORT BEND COUNTY ROAD AND BRIDGE BEECHNUT FACILITY
 (BLS Construction - RFQ 25-052)**

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 BLS Construction, Inc. ("Contractor"), a Texas corporation. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Contractor is a commercial contracting firm that offers design-build services that includes architectural and engineering services in addition to construction contractor services; and

WHEREAS, County desires for Contractor to provide design-build services for the bay enclosure at Fort Bend County Road and Bridge Beechnut Facility located in Richmond, Fort Bend County, Texas pursuant to RFQ 25-052; and

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

WHEREAS, pursuant to Section 2269.303 of the Texas Government Code, County is authorized to enter into a single contract for design-build services for the construction, rehabilitation, alteration, or repair of a building or associated structure; and

WHEREAS, pursuant to the requirements of Chapters 2254 and 2269 of the Texas Government Code, County has determined that Contractor is the most highly qualified provider of such design-build services, and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is further subject to the applicable laws under Chapters 2252 through 2258, and 2269 of the Texas Government Code, Chapter 406 of the Texas Labor Code, and the mandatory contract provisions of 2 C.F.R. § 200, Appendix II.

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 design-build services provided by Contractor for the bay enclosure at Fort Bend County Road and

Bridge Beechnut Facility located at 19310 Beechnut, Richmond, Texas 77407 (the "Project").

2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

3. **Incorporated Documents.** 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.

(a) Contractors' July 1, 2025 Design/Build Proposal (the "Contractor's Proposal") attached hereto as "Exhibit A."

(b) RFQ 25-025 attached hereto as "Exhibit B."

(c) Contractor's Understanding of the Scope of Services as provided in Contractor's Statement of Qualifications in response to RFQ 25-052 attached hereto as "Exhibit C."

(d) Prevailing Wage Rates attached hereto as "Exhibit D."

4. **Scope of Services.**

(a) Contractor shall provide Design-Build services for the Project in accordance with the services and work described in Exhibits A through C attached hereto (the "Services"). The Services shall include all design, architectural, engineering, procurement, construction, and other services and items that are necessary or appropriate to design, construct, execute, and complete the Project, or any phase thereof, in accordance with the terms of this Agreement.

(b) Contractor shall have the overall responsibility for the Project and shall provide complete design and 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 thereof, in accordance with the terms of this Agreement.

(c) County shall designate an architect or engineer independent of Contractor's firm to act as the governmental entity's representative for the duration of the Project (the "County's Representative"). Contractor shall coordinate with County's Representative and endeavor to further the interest of County and the Project.

- (d) Upon receipt of County's Notice to Proceed (as hereinafter defined), Contractor shall render services for the Design Phase of the Project (the "Design Services") as provided in Contractor's Proposal and Contractor's Understanding of the Scope of Services attached hereto as Exhibits A and C. Contractor shall submit all design plans and elements to County for review and approval. Contractor shall further submit all design elements for review and determination of scope of compliance to County's Representative prior to the Construction Phase of the Project (the "Construction Services").
- (e) Upon County's approval of the Design Plans, Contractor shall provide a proposal with estimate for the Construction Services. Upon approval of said proposal by County, the Parties shall amend the Agreement to reflect the additional funds appropriated by County for the Construction Services and the commencement of the Construction Services.
- (f) 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 for the Scope of Services for the Project shall begin with Contractor's receipt of Notice to Proceed from County (the "Commencement Date") and shall be completed on or before forty-five (45) days from the Commencement Date pursuant to the "Schedule for Work" included in Contractor's Proposal attached hereto as Exhibit A.
- (b) Final Completion of the Project shall include the completion of all items included on Contractor's Schedule for Work. 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.
- (c) 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.

- (d) Upon Final Acceptance of the Project, Contractor shall supply a set of construction documents for the completed Project to the County. Such documents must note any changes made during construction of the Project.

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

7. **Compensation and Payment Terms.**

- (a) Contractor's fees for the Design Services shall be calculated at the rate(s) set forth in Contractor's Proposal attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes. The maximum compensation paid to Contractor for the Design Services provided under this Agreement is Ninety-Three Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$93,364.00). 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 for the Services is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Contractor's Proposal.
- (c) All performance of the Scope of Services by Contractor, including any changes in the Scope of Services, revision of work satisfactorily performed, and changes to the maximum compensation provided to Contractor will be performed only when approved in advance and authorized by County as evidenced by written amendment to the Agreement and an approved Change Order.
- (d) County shall pay Contractor based upon the following procedures: Upon completion of the Services, Contractor shall submit to County staff designated by Facilities Management & Planning Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for the Services in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

- (e) Upon Final Payment of the entire balance of the maximum compensation to Contractor 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 Contractor under this Agreement.
8. **Limit of Appropriation.** In no event shall the amount paid for Contractor's Services by County under this Agreement exceed the maximum compensation stated in Section 7 of this Agreement 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 Ninety-Three Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$93,364.00) 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 for the Design Services under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Ninety-Three Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$93,364.00) without a County approved change order.
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 applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (5) Professional Liability Insurance may be mad on a Claims Made form with Limits not less than \$1,000,000.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor 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 two (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, Architect, 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 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. SUCH PROVISIONS SHALL BE IN A FORM SATISFACTORY TO COUNTY.

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 AND MEMBERS OF COMMISSIONERS COURT AS ADDITIONAL INSUREDS. 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. 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.** 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.
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 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/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
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, 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 Work under Section 2 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 3, 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: BLS Construction, Inc.
207 Fahrenthold Street
El Campo, Texas 77437

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 possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Contractor shall provide the Services to County with the same professional skill and care

ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

- (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 the attached Exhibits A, B, and C and the terms of this Agreement.

- 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 and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
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

BLS CONSTRUCTION, INC.



KP George, County Judge



Authorized Agent – Signature

August 26, 2025

Date

William Key

Authorized Agent- Printed Name

ATTEST:





Laura Richard, County Clerk

President

Title

8-1-2025

Date

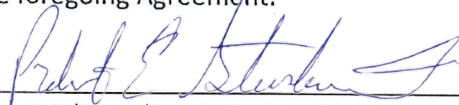
APPROVED:



James Knight, Director
Facilities Management and Planning

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 93,364.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\facilities\bls construction inc (25-fac-100888)\agmt for design-build services.randb bay enclosure (kcj - 7.16.2025)

EXHIBIT A

(Contractor's July 1, 2025 Design/Build Proposal Follows Behind)



207 FAHRENTHOLD STREET
EL CAMPO, TX 77437

Office: 979-543-2696
Fax: 979-543-5006

July 1, 2025

Attn: Fort Bend County
Road & Bridge
Beechnut Facility Enclosure

RFQ 25-052-Design/Build Services for Bay Enclosure at Fort Bend County Road and Bridge Beechnut Facility

BLS will supply the following labor and materials listed below:

1. Permit documents-Not needed per Clarissa Garcia at Fort Bend County
2. General Conditions(supervision/truck fuel/dumpster/trash/PPE/safety)
3. Remove trim and replace with
 - a. Existing sidewall is 16' tall x 70' long to be enclosed
 - b. Frame 1-3'x7' opening into sidewall near corner
 - c. Frame 3-12'x14' openings in existing sidewall of building
 - d. Field Weld clips to existing columns for girt attachment
 - e. Field locate 2-3'x3' openings for louvers
 - f. Water tightness not provided because of existing concrete
 - g. Existing concrete to be field drilled/anchored for door jambs
 - h. Install 3-12'x14' Commercial OHD Model 524 (Color White) (Chain Operated)
 - i. Eave Height: 16' Main building
 - j. Sidewall Panels: 26ga PBR White
 - k. Walk Doors: 1-3'x7' Walk Door in shop (Field Located)
 - l. Gutters & Downspouts: Existing Gutters to remain, install 4- downspouts to replace existing (Polar White)
 - m. Insulation: N/A
 - n. Gauged Framing: Galvanized
 - o. Anchor Bolts: Included
4. New chain hoist OH doors
5. Electrical
 - a. Home run to power lights
 - b. (6) UFO lights and switch
 - c. Exhaust fan & switch
6. Exhaust fan- Intake louver: Flanged, Flush Mount, 35 1/2 in H, 35 1/2 in W, Aluminum, 1 1/2 in Flange Wd
7. 30' Valley Gutter (Remove & Replace)
8. 14 gauge galvanized gutter matching slope of existing
9. No downspout included in this proposal

Total Cost for Labor & Materials: \$93,364.00 tax exempt

Schedule for Work:

- 10-14 day install onsite once we receive light fixtures and overhead doors. Thus, we think we can get this work done in less than 45 days from P.O. Issuance

****Owner to move equipment from bays during construction**

Accepted by: William Key, President

Date: 7-1-2025

Accepted by: _____

Date: _____

Print Name/Title: _____

Prices listed above is limited to the work detailed on this proposal. Any changes or additions to the scope of work may affect the total cost. Proposal pricing is good for 30 calendar days from the date of this letter.

EXHIBIT B

(RFQ 25-025 Follows Behind)

*Fort Bend County, Texas
Request for Qualifications*



*Design/Build Services for Bay Enclosure at
Fort Bend County Road and Bridge Beechnut Facility
RFQ 25-052*

SUBMIT RFQS TO:

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

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, April 22, 2025
2:00 PM (Central)

MARK ENVELOPE:

RFQ 25-052
Beechnut Bay Enclosure

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

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

SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

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

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

Vendor Responsibilities:

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



**COUNTY PURCHASING AGENT
Fort Bend County, Texas**

Vendor Information

Brooke Lindemann
Interim Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)					
Business Name (if different from legal name)					
Type of Business	<input type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?		
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt			
Federal ID # or S.S. #			SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE					
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____				
Remittance Address					
City/State/Zip					
Physical Address					
City/State/Zip					
Phone Number					
E-mail					
Contact Person					
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____		Cert Date	Exp Date
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____		_____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____		_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____		_____	_____
		Certification # _____		_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____			
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)					
Signature of Authorized Representative					
Printed Name					
Title					
Date					

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 OBJECTIVE:

Fort Bend County, herein requests Request for Qualifications from qualified firms for design/build services for Design/Build Contractor to design and construct an enclosure to an existing metal building structure located at 19310 Beechnut, Richmond, TX 77469. The Design/Build firm, herein referred to as "Respondent", shall serve in the capacity of an Architect/Engineer and General Contractor.

2.0 GENERAL:

- 2.1 The selected party will be requested to submit a proposal for a Design/Build contract under the provisions of the §2269.301 of the Texas Government Code.
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.3 Submittals and any other Respondent information in response to this RFQ shall become the property of Fort Bend County.
- 2.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Fort Bend County makes no guarantee that an award will be made as a result of this RFQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this RFQ.

3.0 TEXAS ETHICS COMMISSION FORM 1295:

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

3.2 On-line instructions:

3.2.1 Name of governmental entity is to read Fort Bend County.

3.2.2 Identification number used by the governmental entity is: Q25-052.

3.2.3 Description is the title of the solicitation: Design/Build R&B Beechnut Bay Enclosure.

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

4.0 INSURANCE:

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

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

4.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

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

4.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- 4.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 4.2.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 4.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 4.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 4.5 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

5.0 INDEMNIFICATION:

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

- 5.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 5.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 5.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 5.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 5.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 5.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 5.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

6.0 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: TX20250247 03/14/2025

Superseded General Decision Number: TX20240247

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 \$17.275 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 2025.

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 \$13.30 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 2025.

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	01/03/2025
1	03/07/2025
2	03/14/2025

	Rates	Fringes
ASBE0022-009 07/03/2023		
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
*BOIL0074-003 01/01/2025		
BOILERMAKER	\$ 33.17	24.92
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 01/01/2025		
ELEVATOR MECHANIC	\$ 53.59	38.435+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 04/01/2024		
POWER EQUIPMENT OPERATOR		
Cranes	\$ 39.47	10.39
IRON0084-002 06/01/2024		
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 28.26	8.13

PLAS0783-001 04/01/2023

PLASTERER \$ 31.34 10.30

PLUM0068-002 10/01/2024

PLUMBER \$ 39.98 11.61

PLUM0211-010 10/01/2024

PIPEFITTER (Including HVAC Pipe Installation) \$ 41.14 11.86

SHEE0054-003 04/01/2020

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

*SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC \$ 16.41 ** 3.98

BRICKLAYER \$ 19.86 0.00

CAULKER \$ 15.36 ** 0.00

CEMENT MASON/CONCRETE FINISHER \$ 13.82 ** 0.00

DRYWALL FINISHER/TAPER \$ 16.30 ** 3.71

DRYWALL HANGER AND METAL STUD INSTALLER \$ 17.45 3.96

ELECTRICIAN (Alarm Installation Only) \$ 17.97 3.37

ELECTRICIAN (Low Voltage Wiring Only) \$ 18.00 1.68

FLOOR LAYER: Carpet \$ 20.00 0.00

FORM WORKER \$ 11.87 ** 0.00

GLAZIER \$ 19.12 4.41

INSULATOR – BATT \$ 14.87 ** 0.73

IRONWORKER, REINFORCING \$ 12.10 ** 0.00

LABORER: Common or General \$ 10.79 ** 0.00

LABORER: Mason Tender – Brick	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50 **	0.00
LABORER: Pipelayer	\$ 12.94 **	0.00
LABORER: Roof Tearoff	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation	\$ 9.49 **	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93 **	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22 **	0.34
OPERATOR: Forklift	\$ 15.64 **	0.00
OPERATOR: Grader/Blade	\$ 13.37 **	0.00
OPERATOR: Loader	\$ 13.55 **	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77 **	4.51
ROOFER	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00 **	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00 **	0.00

TILE SETTER	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck	\$ 12.00 **	4.11
WATERPROOFER	\$ 14.39 **	0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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"", or ?SC? denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. 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. The date 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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

7.0 PRE-RFQ CONFERENCE:

A Pre-RFQ conference will be conducted on **Tuesday, April 8, 2025 at 9:00 AM** (central). The pre-RFQ conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All vendors are encouraged to attend. A mandatory site visit will be conducted after the conference.

8.0 SCOPE OF WORK:

The project will include the design and construction of an enclosure to an existing metal building structure at the Road & Bridge Beechnut Facility located at 19310 Beechnut, Richmond, TX 77469. The vendor shall develop design, specifications, and cost estimate within the established project budget for all required scope items. The contractor will be required to verify field conditions before commencing construction. The scope of this project includes:

- 8.1 Enclose open end of storage bays with metal panels to match existing.
 - 8.1.1 Three (3) automated 12' x 14' overhead doors.
 - 8.1.2 One (1) 3' x 7' personnel door, frame and hardware.
 - 8.1.3 Replace existing lights with six (6) LED low bay lights.
 - 8.1.4 Provide exhaust fan and louvers.

9.0 ESTIMATED BUDGET:

Estimated budget to complete this project is \$100,000.

10.0 ESTIMATED SCHEDULE:

Advertisement begins:	March 30, 2025
Pre-RFQ conference (site visit):	April 8, 2025

Deadline for questions:	April 15, 2025
Responses due:	April 22, 2025
Evaluation of Submissions (week of):	April 28, 2025
Commissioners Court for permission to Negotiate:	May 13, 2025
Final Contract Approval Commissioners Court:	June 24, 2025

11.0 FORMAT OF RESPONSE, QUALIFICATIONS, AND EVALUATION FACTORS:

- 11.1 To facilitate evaluation of submittals, one (1) original, five (5) paper copies and one (1) electronic response on a flash drive is required. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper flash drive will result in disqualification.
- 11.2 Request for Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 25 pages**). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either “portrait” or “landscape” format with binding on either long or short side.
- 11.3 Respondents are required to follow the outline below when preparing their submission. Tabs must be utilized to identify each section.

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Firm’s Experience
3	Staff Experience
4	Financial Stability
5	Firm’s Management Plan
6	Overall Completeness of Proposal

11.4 Executive Summary - This part of the response to the RFQ should be limited to a brief narrative highlighting the Respondent’s submission. Note that the executive summary should identify the primary contacts for the Respondent.

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

Understanding Scope of Work (weight factor = 30%)

Tab 1

- Understanding of Scope of Work: Parties demonstrate their ability to meet the required qualifications listed. In addition, describe how the services requested in this instrument will be provided and how

they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Firm's Experience (weight factor = 25%)

Tab 2

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

Staff Experience (weight factor = 25%)

Tab 3

- 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 projects. 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.

Financial Stability (weight factor = 5%)

Tab 4

- Complete and accurate responses to the following questions:
 - a. Has your Company ever failed to complete any work awarded to it in the last ten (10) years?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers in the last ten (10) years?
 - c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If yes, please provide details.
 - d. Does your company have the ability to obtain payment and performance bonds required for this project?

Firm's Management Plan (weight factor = 10%)

Tab 5

- Firm's Management System, Software and Cost Control. Describe how the construction management services will be provided and how they will be supported.

Overall Completeness of Proposal (weight factor = 5%)

Tab 6

- Required Proof of Insurance
- Completed Vendor information form
- Completed W9 form
- Completed tax/debt form
- Completed Contractor Acknowledgement of Stormwater Management Program form

12.0 SELECTION PROCESS:

Request for Qualifications will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than three (3) firms. These firms will be requested to submit additional information and may be invited to interview with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

13.0 PERFORMANCE AND PAYMENT BONDS:

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

14.0 RETAINAGE:

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

15.0 QUESTIONS:

Questions about this Statement of Qualification Package should be directed in writing to Melissa Stavinoha, Senior Buyer at Melissa.Stavinoha@fortbendcountytexas.gov. Questions will be accepted until 10:00 AM CST, Tuesday, April 15, 2025.

16.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 16.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 16.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

17.0 REQUIRED FORMS:

All respondents submitting shall complete the attached and return with submission:

- 17.1 Current Proof of Insurance
- 17.2 Vendor Information Form
- 17.3 W9 Form
- 17.4 Tax Form/Debt/Residence Certification

17.5 Contractor Acknowledgement of Stormwater Management Program

18.0 EXHIBIT:

18.1 Existing Bay Enclosure

Exhibit



EXHIBIT C

(Contractor's Understanding of the Scope of Services Follows Behind)

UNDERSTANDING SCOPE OF WORK



UNDERSTANDING THE SCOPE OF WORK-SITE SPECIFIC

This project, although small in size, is actually a project that needs careful project coordination. This project is located at 19310 Beechnut, Richmond, Texas. It is our understanding that this project is essentially to enclose the open end of the storage bays with metal panels to match.

As this relates to the design portion of this work and understanding the scope, we would work with a local metal building supplier to come up with a design that will integrate into the existing facility. The reason we need to perform this work is because we will be adding overhead doors to the openings. Because of this, additional pre-engineered metal building components will need to be added to facilitate these overhead doors. There must be proper bracing, headers, etc. We would propose 8" x 2 1/2" 14-gauge galvanized wall girts to be provided and installed. These would be in a Zee shape. We would need to add 8" x 3 1/2" 14-gauge galvanized jambs provided and installed in a Cee shape. This would make our framed openings compliant to accept the overhead doors, one in each bay. The current metal panels are a 26-gauge R panel, and the profile should not be a problem to match at all. However, please be aware that the color will be slightly different because the existing panel has been faded because of the sun along with the trim. We will try our hardest to match as best as possible. We would also install a 2' x 4" galvanized base angle and 26-gauge colored trim. We would have to anchor the door jambs and base angle into the existing concrete. One thing that is really important to note, is that the concrete was not "dog eared" to accept proper install for OHD's and thus a larger propensity for water intrusion. We would install a weather strip to the bottom of the door but please understand that there is not a "lip" on the existing concrete in case of blowing rain. So, weather tightness due to the existing concrete not having a sheeting edge cannot be warranted. The overhang on the front would need to remain as this would give some additional coverage from weather. We understand the owner wishes to make the opening as wide as possible.

Since the existing building interior has been painted on all of the structural steel, we would need to paint the structural steel that we would install so that it could match. We would also need to move the fire extinguisher so that we can install the door jambs. As it relates to the man door, we would accommodate the man door into our design from the pre-engineering metal building company, and it would be a 3070 ADA compliant door with ADA hardware and proper closers.

There is also a connection with a closed corner that would need careful attention to trim. This is not hard or complicated but just another item to take into consideration.

We would install proper electrical conduit with LED light fixtures to each bay and run back to the electrical panel that is a 50-amp electrical panel. This panel has some spare breakers, so we should be able to tie into them with ease. This run is about 250 linear feet. We also noticed, while onsite, there are a couple of light fixtures that will need to be relocated from the existing front columns

We also noticed that there are a couple of downspouts that need to be addressed.

We also understand from the walkthrough that exhaust fans and/or air flow will be needed. We can address this with the client during the design phase of this project. There are multiple ways of accomplishing this. It could include exhaust fans, louvers (either controlled thermostat or mechanically), or exhaust louvers to roof, etc.

Since this is an existing building with equipment from Road and Bridge, we would work with them to move any materials that would need to be relocated to facilitate our work. We would schedule ahead of time so that it would give the Road and Bridge Team time to move this equipment and/or components.

Pre-engineered metal building installation is right up our alley. We have performed small roof repairs to major intricate design and installations across the Gulf Coast. It is important to follow the engineered drawings so as to make sure buildings fit with their existing components. Because this is an existing building, we would measure all girts, purlins, bolt patterns on main steel, etc. so that we get a great fit.

During the walk through, it was noticed that there was some electrified wire exposed. We understand this was due to the pigeon problem. We can address this by either getting rid of it or leaving it with a decision by the owner during the design timeframe.

This project as it relates to scheduling will include an initial schematic design and thus a meeting with the county and Road/Bridge Team. As stated above, we will need to include the pre-engineered metal building supplier. After schematic

design, we will follow the same standard procedure for design development drawings, construction drawings, and then permit drawings. All through this process we will be updating the owner on costs/budget decisions. Once completed, we can finalize a true GMP contract amount and then start building! This build should be about 2 months of construction from start to finish, and we will obviously provide a Gantt Chart showing that.



UNDERSTANDING SCOPE OF WORK

BLS Construction's Preconstruction Program

Our preconstruction program commitment is to build value, quality and accuracy into every dollar our clients entrust with us. We have continued to provide a full spectrum of preconstruction services that our clients can depend on. As your trusted partner and steward of your resources, we strive to understand the Mission and Vision of each project we build. As a team, our goal is to provide an exceptional experience and value for your project. BLS has a team you can trust to be on board during the early stages, which will ensure your project is set up for success.

Establish Project Goals

Preconstruction is vital to ensuring our clients know what to expect during every step of the building process. By establishing early project goals, it helps us to achieve our common goal, a successful project delivery. We begin our process by learning about your company and the vision for your project, then we make sure the project scope is understood by all project participants. We analyze the site of the project and confirm the requirements can be met without future surprises or excessive cost. Finally we establish procedures for decision making and outline the responsibilities of Fort Bend County Purchasing Department and BLS Construction, Inc. and any other parties involved.

Risk Management

Risk management is one of the most critical elements of project success. The construction industry operates in an uncertain environment where conditions can quickly change depending on the complexity of the project. We prefer to identify risks in the early stages of the project so that we can help our clients make the best financial decisions for their project in the beginning. In later stages, we will assist our team in controlling critical elements which can negatively impact the project success. By monitoring the project we can uncover early warnings that may impact the time, cost or quality of the project.

Delivery Process

BLS Construction Inc. will ensure the quality of work meets the requirements that have been designed through our construction management role. Our Quality Control Program serves as documentation of the organizational structure, functional responsibility, levels of authority, and lines of communications for the activities that affect quality. Quality control is thoroughly documented through submittal logs. The daily construction logs are reviewed and discussed at weekly meetings with the team so BLS can ensure the proper materials and methods are being used by subcontractors and suppliers. We follow this up with on-site inspection of all phases of construction.

EXHIBIT D

(Prevailing Wage Rates Follow Behind)

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: TX20250247 03/14/2025

Superseded General Decision Number: TX20240247

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 \$17.275 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 2025.

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 \$13.30 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 2025.

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	01/03/2025
1	03/07/2025
2	03/14/2025

	Rates	Fringes
ASBE0022-009 07/03/2023		
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
*BOIL0074-003 01/01/2025		
BOILERMAKER	\$ 33.17	24.92
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 01/01/2025		
ELEVATOR MECHANIC	\$ 53.59	38.435+a+b
FOOTNOTES:		
<p>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.</p> <p>B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.</p>		
ENGI0450-002 04/01/2024		
POWER EQUIPMENT OPERATOR		
Cranes	\$ 39.47	10.39
IRON0084-002 06/01/2024		
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 28.26	8.13

Fort Bend County RFQ 25-052

PLAS0783-001 04/01/2023

PLASTERER \$ 31.34 10.30

PLUM0068-002 10/01/2024

PLUMBER \$ 39.98 11.61

PLUM0211-010 10/01/2024

PIPEFITTER (Including HVAC Pipe Installation) \$ 41.14 11.86

SHEE0054-003 04/01/2020

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

*SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC \$ 16.41 ** 3.98

BRICKLAYER \$ 19.86 0.00

CAULKER \$ 15.36 ** 0.00

CEMENT MASON/CONCRETE FINISHER \$ 13.82 ** 0.00

DRYWALL FINISHER/TAPER \$ 16.30 ** 3.71

DRYWALL HANGER AND METAL STUD INSTALLER \$ 17.45 3.96

ELECTRICIAN (Alarm Installation Only) \$ 17.97 3.37

ELECTRICIAN (Low Voltage Wiring Only) \$ 18.00 1.68

FLOOR LAYER: Carpet \$ 20.00 0.00

FORM WORKER \$ 11.87 ** 0.00

GLAZIER \$ 19.12 4.41

INSULATOR – BATT \$ 14.87 ** 0.73

IRONWORKER, REINFORCING \$ 12.10 ** 0.00

LABORER: Common or General \$ 10.79 ** 0.00

LABORER: Mason Tender – Brick	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50 **	0.00
LABORER: Pipelayer	\$ 12.94 **	0.00
LABORER: Roof Tearoff	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation	\$ 9.49 **	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93 **	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22 **	0.34
OPERATOR: Forklift	\$ 15.64 **	0.00
OPERATOR: Grader/Blade	\$ 13.37 **	0.00
OPERATOR: Loader	\$ 13.55 **	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77 **	4.51
ROOFER	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00 **	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00 **	0.00

TILE SETTER	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck	\$ 12.00 **	4.11
WATERPROOFER	\$ 14.39 **	0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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"", or ?SC? denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. 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. The date 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1298481

Date Filed:
 04/21/2025

Date Acknowledged:
 08/26/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 BLS Construction, Inc.
 EL CAMPO, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Q25-052
 Design/Build R&B Beechnut Bay Enclosure

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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)