

- (a) ACG's Estimated Construction Costs (the "ACG's Estimated Construction Costs") attached hereto as "Exhibit A."
- (b) Agreement for Design-Build Services for Longserre Park – Township of Thompsons (Design Phase) RFQ 25-020 attached hereto as "Exhibit B."
- (c) ACG's Understanding of the Scope of Work as provided in ACG's Response to RFP 25-020 attached hereto as "Exhibit C."
- (d) Prevailing Wage Rates attached hereto as "Exhibit D."

4. Scope of Services.

- (a) ACG shall provide Construction Services for the construction of a 3,200 square foot pavilion with seats and tables to accommodate seventy-two (72) people and a closed-in kitchen with pass-thru window for Longserre Park – Township of Thompsons (the "Project") in accordance with the services and work described in Exhibits A through C attached hereto (the "Services").
- (b) ACG shall have the overall responsibility for the Project and shall provide complete Construction Services and furnish all personnel, materials, equipment, tools, labor, supervision, utilities, transportation, and other materials or equipment necessary or reasonably inferable to complete the Project or any phase of the Project, in accordance with the County's requirements and terms of this Agreement.
- (c) Any revisions made to the Scope of Services for the Project, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. Time for Performance; Substantial and Final Completion.

- (a) Time for performance of the Scope of Services for the Project shall begin with ACG's receipt of Notice to Proceed from County (the "Commencement Date").
- (b) Substantial Completion for the Project shall be achieved on or before seven (7) months from the Commencement Date, or within such time as may be extended in writing by County. "Substantial Completion" includes all phases of construction up to and including the Final Inspection and all items included on ACG's Understanding of Scope of Work attached hereto as Exhibit C.

- (c) Final Completion of the Project shall be achieved the sooner of April 15, 2026 or thirty (30) calendar days from the date Substantial Completion is achieved, or within such time as may be extended in writing by County. Final Completion shall include the completion of the Final Clean and all Closeout items included on ACG's Understanding of Scope of Work attached hereto as Exhibit C. County, in its sole discretion and satisfaction, shall determine if the Project has achieved Final Completion. Upon written request by County, ACG shall promptly correct any work County reasonably deems defective at ACG's sole cost and expense, unless County specifically agrees in writing to accept such work.
 - (d) Final Acceptance of the Project shall occur upon County's determination that Final Completion has been achieved and all documents and affidavits required for ACG's Application for Final Payment have been reviewed and approved by County.
- 6. **Liquidated Damages.** ACG understands and agrees that the timeframes set forth in Section 3 of this Agreement are an essential element of this Agreement. For each consecutive calendar day that the Project has not achieved Substantial 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 ACG, not as a penalty but as liquidated damages representing the Parties' estimate of the damages that County will incur for late Substantial Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.
- 7. **Compensation and Payment Terms.**
 - (a) ACG's fees for the Construction Services shall be calculated at the rate(s) set forth in ACG's Estimated Construction Costs attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes pursuant to RFQ 25-020. The Maximum Compensation to Estimated Construction Costs for the Services performed under this Agreement is Seven Hundred Ninety Thousand and 00/100 Dollars (\$790,000.00) for a Total Maximum Compensation for both the Design Phase and Construction Phase is Eight Hundred Thirty-One Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$831,425.00). In no event shall the amount paid by County to ACG under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) ACG understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in ACG's Estimated Construction Costs.

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

- (3) An affidavit executed by ACG that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which County or ACG might be responsible or encumbered (less amounts withheld by ACG) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in Section 53.085 of the Texas Property Code Section.
- (4) Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to ACG the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon Final Acceptance of the Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by ACG, including any work or Services provided by its sub-contractors.
- (5) Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to ACG upon the date of Substantial Completion.
- (6) At any time following Final Completion of the Project, ACG shall submit an Application for Final Payment, including all sums held as Retainage, to County for review and approval. ACG's Application for Final Payment shall also include final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates (including a Final Certificate of Occupancy), and all other items required by this Agreement. ACG shall further include in such Application a Consent of Surety to Final Payment, a Lien Waiver or Affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full. Said Lien Waiver or Affidavit must be in a form and substance sufficient as a matter of law to dissolve all liens or claims of liens for materials supplied or labor or service performed in connection with the Project.
- (7) Upon approval of ACG's Final Application, County shall pay all outstanding and withheld portions of the Maximum Compensation to

ACG upon the later to occur of (i) thirty (30) days after Final Acceptance of the Project by County or, (ii) the date the ACG causes all mechanics' and materialmen's liens filed against the Project to be removed. ACG understands and agrees that County is entitled to rely on such Affidavit(s) submitted by ACG hereunder and may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in such Affidavit(s).

(8) Notwithstanding the foregoing, County may deduct from the Final Payment all sums for Liquidated Damages as provided in Section 4 of this Agreement.

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

8. **Limit of Appropriation.** ACG understands and agrees that the Maximum Compensation payable to ACG for Services rendered under this Agreement is hereby increased to an amount not to exceed Eight Hundred Thirty-One Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$831,425.00), as follows:

\$41,425.000	under the Agreement
\$790,000.00	under this Amendment
TOTAL	\$831,425.00

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. ACG 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 Eight Hundred Thirty-One Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$831,425.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.

ACG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that ACG may become entitled to and the total maximum sum that County may become liable to pay to ACG under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eight Hundred Thirty-One Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$831,425.00).

9. **Non-appropriation.** ACG understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify ACG 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 governmental entity and political subdivision 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 ACG.
11. **Bonds.** Pursuant to Section 2253.021 of the Texas Government Code, ACG 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, ACG 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. ACG shall provide certified copies of insurance endorsements and/or policies if requested by County. ACG 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. ACG 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.
- (b) County and members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of ACG shall contain a waiver of subrogation in favor of County.
- (c) If required coverage is written on a claims-made basis, ACG warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- (d) ACG 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 ACG.
- (g) Worker's Compensation Insurance Coverage: In the event ACG employs any individual to perform any portion of work for the Project, ACG shall certify in writing to County that ACG provides Workers' Compensation Insurance coverage for each employee of ACG employed on the Project pursuant to Section 406.096 of the Texas Labor Code. ACG shall also ensure that each subcontractor on the Project shall provide such certification relating to coverage of the subcontractor's employees to ACG, 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, ACG 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 ACG 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 ACG, 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 ACG and shall name County as an additional insured.
 - (6) All Builder's Risk Insurance proceeds shall be paid directly to ACG.
- (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 ACG 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.

ACG 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 ACG, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ACG 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 ACG OR BY ANY PERSON EMPLOYED BY ACG, OR ACG'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ACG EXERCISES CONTROL.

ACG 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 ACG'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.

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

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

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

14. **Duty to Report and Defend.** ACG 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, ACG 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 ACG 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 ACG, ACG 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 ACG 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 ACG 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. ACG 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. ACG shall require all subcontractors to keep the same records. Such records by ACG and subcontractors shall be made available for inspection upon request by County subject to reasonable hours.

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

All Construction Contract(s) entered into between ACG 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 ACG constructs the Project in multiple contracts, the Prevailing Wage Rate requirements must apply to each Construction Contract.

17. **Public Information Act.** ACG 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 ACG 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 ACG expressly marked as proprietary or confidential. County shall not be liable to ACG 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. ACG further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

18. **Compliance with Laws.** ACG shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or

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(Construction Phase)

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administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. ACG in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. ACG 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, ACG 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 ACG. ACG 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.** ACG may use County's name without County's prior written consent only in ACG's customer lists. Any other use of County's name by ACG 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.** ACG 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 ACG 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 ACG shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ACG or agent of ACG 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, ACG shall comply with, and will require that all ACG's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to ACG 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.** ACG 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 ACG 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 ACG 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 ACG) publicly known or is contained in a publicly available document; (b) is rightfully in ACG'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 ACG who can be shown to have had no access to the Confidential Information.

ACG agrees to hold Confidential Information in strict confidence, using at least the same degree of care that ACG 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. ACG 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, ACG shall advise County immediately in the event ACG 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 ACG will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or ACG against any such person. ACG agrees that, except as directed by County, ACG 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, ACG will promptly turn over to County all documents, papers, and other matter in ACG's possession which embody Confidential Information.

ACG 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. ACG 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.

ACG 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 ACG as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. ACG shall promptly furnish all such data and material to County on written request. ACG 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.** ACG shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of ACG 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. ACG 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. **ACG 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 ACG.
- (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) ACG fails to perform any portion of the Scope of Work under Section 2 above within the timeframe(s) provided under this Agreement.
 - (2) ACG 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) ACG 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) ACG 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 ACG in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, ACG shall have opportunity to cure such Default within the time specified in County's Notice. If ACG 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 ACG 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 ACG in accordance with Section 3, above, for such work provided by ACG under this Agreement prior to its termination and which has not been previously presented for payment by ACG 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 ACG.
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.** ACG may not assign this Agreement to another party without the prior written consent of County. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
30. **Successors and Assigns Bound.** County and ACG 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 ACG release any material or information developed or received during the performance of Services hereunder unless ACG 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 Parks and Recreation
Attn: Parks 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 ACG: APEX Consulting Group, Inc.
Attn: Charles C.A. Migbeike, P.E
9888 Bissonnet St., Suite 415
Houston, Texas 77036

Within ten (10) calendar days of the Effective Date of this Agreement, ACG 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) ACG represents to County that ACG has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and ACG will apply that skill and knowledge with care and diligence to ensure that the work provided hereunder will be performed and delivered in accordance with the highest professional standards.

(b) ACG 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. ACG further warrants that the construction for the Project will be free from material faults and defects and, will materially conform to all requirements and specifications contained in all Exhibits attached hereto.

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 Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY ACG 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, ACG hereby verifies that ACG 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, ACG 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, ACG 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, ACG 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, ACG 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.

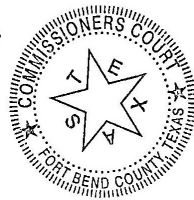
{Execution Page Follows}

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

FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

August 26, 2025
Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

APEX CONSULTING GROUP, INC.

Charles Mabeike
Authorized Agent - Signature

Charles Mabeike
Authorized Agent- Printed Name

President
Title

08/19/25
Date

APPROVED:

Darren McCarthy
Darren McCarthy, Director
Parks and Recreation

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 831,425.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\purchasing\parks\apex consulting group (25-parks-100479-a1)\1st amendment to agreement for design-build services.longserre park (kcj - 8.8.2025) v2 8.19.2025

EXHIBIT A

ACG's Estimated Construction Costs

TOWNSHIP OF THOMPSONS		
ESTIMATED BUDGET = 768,000.00		
GENERAL CONDITION	\$ 40,000.00	
OHP & SITE MANAGEMENT	\$ 120,000.00	
INSURANCE & BONDS	\$ 20,000.00	
EQUIP RENTAL	\$ 20,000.00	
SITE SWPPP & CONSTRUCTION ENTRANCE	\$ 15,000.00	
SITE PREP - FOUNDATION PAD ETC	\$ 45,000.00	
SITE CLEAN-UP	\$ 5,500.00	
TERMITE TREATMENT	\$ 2,500.00	
FOUNDATION- REBAR, CONCRETE, LABOR	\$ 135,000.00	
PRE-ENGINEERED STEEL BUILDING - GALV	\$ 80,000.00	
STEEL ERECTION	\$ 30,000.00	
CMU BLOCK & BRICKS	\$ 40,000.00	
MISC INTERIOR FRAMING/ HARDIE SIDING	\$ 25,000.00	
WOOD CEILING -	\$ 45,000.00	
ROLL-UP CONCESSION WINDOW	\$ 6,500.00	
KITCHEN COUNTERTOP/ FLOORING	\$ 20,000.00	
PAINT	\$ 5,000.00	
KITCHEN CEILING + MISC	\$ 8,500.00	
OUTDOOR BBQ PIT	\$ 12,000.00	
ELECTRICAL - POWER & LIGHTING	\$ 30,000.00	
PLUMBING	\$ 20,000.00	
ESTIMATED CONSTRUCTION COST	\$ 725,000.00	
ADD: WALKWAY STRUCTURE & SIDEWALK	\$ 65,000.00	***
TOTAL CONSTRUCTION COST	\$ 790,000.00	
DESIGN COST (COMPLETED)	\$ 41,425.00	
DEMOLITION OF EXISTING BUILDINGS BY FORT BEND COUNTY		
*** ADDED ALTERNATE - NIC		

EXHIBIT B

Agreement for Design-Build Services for
Longserre Park – Township of Thompson
(Design Phase)

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR DESIGN-BUILD SERVICES FOR
 LONGSERRE PARK – TOWNSHIP OF THOMPSONS
 (DESIGN PHASE)
 RFQ 25-020**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and APEX Consulting Group, Inc., (hereinafter “ACG”), a company authorized to conduct business in the State of Texas (hereinafter each may be referred to individually as a “party” or collectively as the “parties”).

WITNESSETH

WHEREAS, ACG is a Texas Corporation that offers design-build services that include civil/structural engineering, forensic engineering, and construction management services; and

WHEREAS, County desires that ACG provide design-build services for a pavilion with closed-in kitchen at the Longserre Park – Township of Thompsons, Fort Bend County, Texas, pursuant to RFQ 25-020 (hereinafter “Services” or “Project”); and

WHEREAS, ACG represents that it is qualified and desires to perform such Services; 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 ACG is the most highly qualified provider of such design-build services and the parties have negotiated a fair and reasonable price for the same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

1.1 ACG shall initially render the design portion of the Services to County as defined in relevant parts of the ACG’s Request for Qualifications (“RFQ”) 25-020, ACG’s response to County’s RFQ 25-020, and ACG’s Fee Proposal for Engineering Design Services, collectively attached hereto as Exhibit “A” and incorporated herein for all purposes.

1.2 Pursuant to Chapter 2258 of the Texas Government Code, all persons employed by ACG under this Agreement shall be compensated at not less than the rates provided in Exhibit “B” attached hereto and fully incorporated herein. ACG shall keep detailed records of each of its workers employed for the provision of Services. Such records by ACG shall be made available for to County for inspection at all reasonable times. ACG shall further pay County sixty dollars (\$60.00) for each

Agreement for Design-Build Services for Longserre Park – Township of Thompson
 (Design Phase)
 RFQ 25-020
 Page 1 of 13

worker employed by ACG for the provision of Services described herein for each calendar day or part of the day that the worker was paid less than the rates provided in Exhibit B.

Section 2. Personnel

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

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

Section 3. Compensation and Payment

3.1 ACG's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of the design portion of the Services within the Scope of Services described in Exhibit A is Forty-One Thousand Four Hundred Twenty-Five and no/100 dollars (\$41,425.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation with written agreement executed by the parties.

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

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

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

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

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

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

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

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

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

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

3.4 Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to ACG 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 ACG, including Services provided by its sub-contractors.

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

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

Section 4. Limit of Appropriation

4.1 ACG 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 Forty-

One Thousand Four Hundred Twenty-Five and no/100 dollars (\$41,425.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 ACG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ACG may become entitled to and the total maximum sum that County may become liable to pay to ACG shall not under any conditions, circumstances, or interpretations thereof exceed Forty-One Thousand Four Hundred Twenty-Five and no/100 dollars (\$41,425.00).

4.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to Fort Bend County.

Section 5. Term

5.1 The term of this Agreement for performance of the Scope of Services (design only) by ACG shall begin with receipt of the Notice to Proceed from County and end no later than one (1) year thereafter. ACG shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

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

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

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

7.2 Termination for Default

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

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

7.2.1.2 If ACG materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

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

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

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

10.1 Prior to commencement of the Services, ACG 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. ACG shall provide certified copies of insurance endorsements and/or policies if requested by County. ACG 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. ACG shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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

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

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

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

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of ACG, shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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

10.4 Builders Risk Insurance: ACG shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by ACG, 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 ACG, Architect, subcontractors of any tier and County for loss or damage occurring during the Work and shall name ACG as the named insured and County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the ACG.

Section 11. Performance and Payment Bond

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

Section 12. Indemnity

12.1 THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS ACG OR ANY OTHER PARTY FOR ANY REASON ARE HEREBY DELETED. ACG SHALL INDEMNIFY AND DEFEND

COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ACG, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ACG OR ANY OF ACG'S AGENTS, SERVANTS OR EMPLOYEES.

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

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

12.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of ACG, ACG 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 ACG are not at issue in the matter.

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

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

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

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

Section 13. Confidential and Proprietary Information

13.1 ACG 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 ACG 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 ACG 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 ACG) publicly known or is contained in a publicly available document; (b) is rightfully in ACG'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 ACG who can be shown to have had no access to the Confidential Information.

13.2 ACG agrees to hold Confidential Information in strict confidence, using at least the same degree of care that ACG 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. ACG 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, ACG shall advise County immediately in the event ACG 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 ACG will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or ACG against any such person. ACG agrees that, except as directed by County, ACG 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, ACG will promptly turn over to County all documents, papers, and other matter in ACG's possession which embody Confidential Information.

13.3 ACG 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. ACG acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

13.5 ACG expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by ACG shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of this Agreement are not proprietary or confidential information.

13.6 ACG expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

Section 14. Independent Contractor

14.1 In the performance of work or services hereunder, ACG 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 ACG or, where permitted, of its subcontractors.

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

Section 15. Notices

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

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

County: Fort Bend County Parks and Recreation
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

ACG: APEX Consulting Group, Inc.
Attn: Charles C.A. Mgbeike, P.E
9888 Bissonnet St., Suite 415
Houston, Texas 77036

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

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

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

Section 16. Compliance with Laws

ACG shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, ACG shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

Section 17. Performance Warranty

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

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

Section 18. Assignment and Delegation

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

18.2 Neither party may delegate any performance under this Agreement.

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

Section 19. Applicable Law

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

Section 20. Successors and Assigns

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

Section 21. Third Party Beneficiaries

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

Section 22. Severability

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

Section 23. Publicity

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

Section 24. Captions

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

Section 25. Conflict

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

Section 26. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, ACG hereby verifies that ACG and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

26.1 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.

26.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ACG 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 section 808.001 of the Texas Government Code.

26.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ACG 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 section 809.001 of the Texas Government Code.

26.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ACG 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 27. Human Trafficking

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

Section 28. Dispute Resolution

28.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

28.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

28.3. Each party shall be responsible for its own costs associated with the mediation.

28.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

(Execution Page Follows)

EXHIBIT A

(Follows Behind)

*Fort Bend County, Texas
Request for Qualifications*



*Design/Build Services for Longserre Park – Township of Thompsons
for Fort Bend County
RFQ 25-020*

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, December 10, 2024
2:00 PM (Central)

MARK ENVELOPE:

RFQ 25-020
Longserre Park – Township
of Thompsons

***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:
Tyler Kendziora
Senior Buyer
Tyler.Kendziora@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

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	<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 # _____	_____	_____
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 Longserre Park – Township of Thompsons Project, located at 801 Jerry Road Thompsons, Texas 77481. 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: Q25-020.

3.2.3 Description is the title of the solicitation: Design/Build Services Longserre Park – Township of Thompsons

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: TX20240247 10/18/2024

Superseded General Decision Number: TX20230247

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date		Rates	Fringes
0	01/05/2024			
1	06/14/2024			
2	10/18/2024			
ASBE0022-009 07/03/2023				
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)			\$ 28.35	16.02
BOIL0074-003 07/01/2023				
BOILERMAKER			\$ 37.00	24.64
CARP0551-008 04/01/2021				
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)			\$ 25.86	9.08
ELEC0716-005 08/29/2023				
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)			\$ 34.50	10.41
ELEV0031-003 01/01/2024				
ELEVATOR MECHANIC			\$ 51.32	37.885+a+b
FOOTNOTES:				
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.				
B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.				
ENGI0450-002 04/01/2014				
POWER EQUIPMENT OPERATOR				
Cranes			\$ 34.85	9.85
IRON0084-002 06/01/2023				
IRONWORKER (ORNAMENTAL AND STRUCTURAL)			\$ 27.51	8.13

PLAS0783-001 04/01/2023

PLASTERER \$ 31.34 10.30

PLUM0068-002 10/01/2023

PLUMBER \$ 34.86 11.68

PLUM0211-010 10/01/2024

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

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

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

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

wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

7.0 PRE-RFQ CONFERENCE:

A Pre-RFQ conference will be conducted on **Tuesday, November 19, 2024 at 9:30 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 site visit will commence after the conference, if necessary.

8.0 SCOPE OF WORK:

8.1 Vendor is to design and construct a 40'x 80' pavilion with a minimum height of 14ft, to accommodate a minimum of (72) people. The pavilion will include seating and tables, new concrete floor, closed-in kitchen with plumbing for hot /cold water, stub up for future ice machine and refrigerator, water heater, windows in kitchen area, side or back interior and exterior door, prep sink, stainless counter tops, pass through counter, built in BBQ pit, wood ceiling inside pavilion, lighting, electrical service throughout, brick or stone facia support columns, and ceiling fans in pavilion and kitchen. As an alternate, the project will include a 50'L x 5'W walkway to the pavilion from the parking lot.

9.0 ESTIMATED BUDGET:

Estimated budget to complete this project is \$768,000.

10.0 ESTIMATED SCHEDULE:

Advertisement begins:	November 10, 2024
Pre-RFQ conference	November 19, 2024
Deadline for questions:	November 26, 2024
Responses due:	December 10, 2024
Evaluation of Submissions:	Week of December 15th
Commissioners Court for permission to Negotiate:	January 14, 2024
Final Contract Approval Commissioners Court:	February 11, 2024

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. (Tabs should be in the format of insertable binder tab dividers.)

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Understand Scope of Work
2	Firm’s Experience
3	Staff Experience
4	Financial Stability
5	Firm’s Management Plan
6	Required forms (insurance, vendor forms, W9, debt form, and Stormwater Management Program form)

- 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 = 20%)

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 = 35%)

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 facilities. 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 under Tab for Firm Experience.

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 facilities. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, the client, and a contact person and phone number and completion date. In addition, provide resumes for project superintendent and project manager who will be assigned to this project.

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 Respondent forms

- Completed W9 form
- Completed 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:

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 Tyler Kendziora, Senior Buyer at tyler.kendziora@fortbendcountytexas.gov. **Questions will be accepted until 9:30 AM CST, Tuesday, November 26, 2024.**

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 ADDITIONAL 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 Site planning diagram

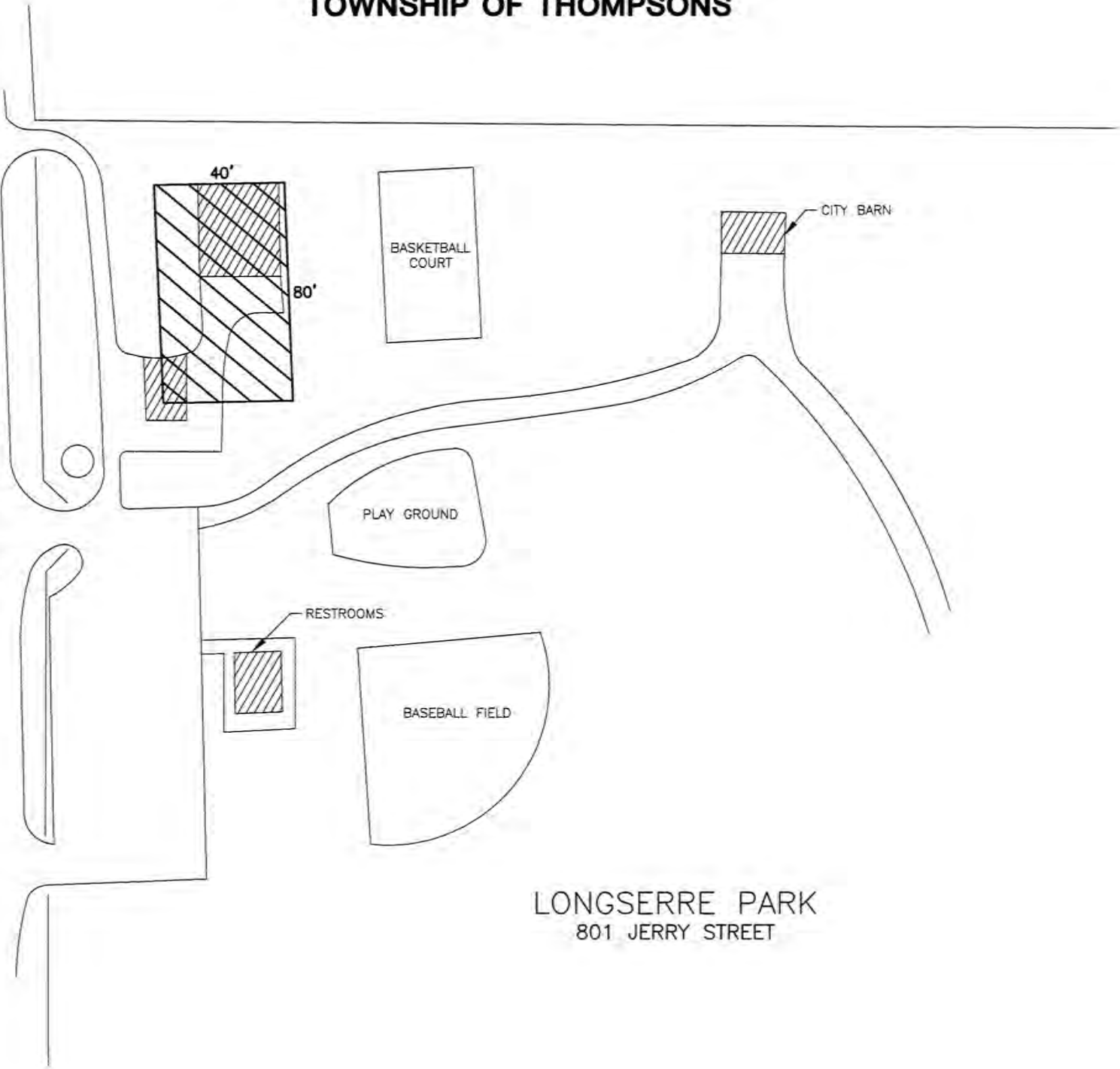
TOWNSHIP OF THOMPSONS



N.T.S.

LEGEND
PROPOSED PAVILION - 

JERRY STREET



LONGSERRE PARK
801 JERRY STREET



REQUEST FOR QUALIFICATIONS

**Design/Build Services for Longserre Park – Township of Thompsons
for
Fort Bend County RFQ 25-020**



**PREPARED FOR:
FORT BEND COUNTY PARKS**



BY

APEX CONSULTING GROUP, INC.



December 10, 2024

Tyler Kendziora, Sr. Buyer
Purchasing Department, Travis Annex,
301 Jackson, Suite 201
Richmond, Texas TX 77469

Re: **RFQ # 25-020** - Design/Build Services for Longserre Park – Township of Thompsons for Fort Bend County

Dear Mr. Kendziora

Fort Bend County seeks submission from design-build firms to design and build a pavilion with closed-in kitchen at the Longserre Park – Township of Thompsons. Enclosed for your consideration is our Statement of Qualifications in response to your request.

APEX Consulting Group, Inc. (ACG) is a Texas Corporation with capabilities in civil/ structural engineering, forensic engineering, construction management, and design-build services. ACG is licensed by Texas Board of Professional Engineers (#2645) to provide engineering services in Texas. We have the experience, the qualifications, and the capacity to provide the requested services.

ACG has designed and built several pavilion, restroom, and concession buildings in FBC parks since 2018. We appreciate the opportunity to propose on your new project and look forward to providing quality engineering and construction services to FBC. If selected, ACG will commit its full resources to support this project and make it a great success.

Sincerely,

APEX Consulting Group, Inc.

A handwritten signature in blue ink, appearing to read "C. Mgbeike", is written over a light blue grid background.

Charles C. A. Mgbeike, P.E.
President

TABLE OF CONTENTS



TABS:

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- 1. Understanding of SOW**

- 2. Firm's Experience**

- 3. Staff Experience**

- 4. Financial Stability**

- 5. Firm's Management Plan**

- 6. Required Forms:**
 - Insurance
 - Vendor Forms
 - W-9 Form
 - Debt Form
 - Stormwater Management Program Form



Executive Summary

Fort Bend County (FBC) intends to select a design-build firm to design and construct a 40ft x 80ft pavilion at Longserre Park, Township of Thompsons. The pavilion will accommodate at least 72 people.

Apex Consulting Group (ACG) hereby expresses interest in providing the Design-Build services for Fort Bend County. ACG has in-house design team and consultants who are available to plan and execute the project as specified. Mr. Charles Mgbeike, P.E. (Project Manager) is the primary contact for FBC projects. If selected, he will oversee the implementation of the contract and provide the resources needed to successfully complete the project.

Insurance Requirements

ACG has included the following insurance policies (See TAB 6)

- Workers Compensation
- Employer's Liability
- Commercial General Liability
- Commercial Auto Liability
- Professional Liability Insurance
- Builder's Risk Insurance will be provided after the project award (if required).

Primary Contact:

Charles C.A. Mgbeike, P.E
9888 Bissonnet St. Suite 415 Houston, TX 77036
Office no.: 713-779-5700, Mobile no.: 832-512-6000

Twenty Email address: info@apexengroup.com

Website: www.apexengroup.com

1.0 Understanding of Scope of Work

ACG has read and understood the project scope. The scope of work includes a 40ft x 80ft (3200 SF) pavilion with seats and tables to accommodate 72 people and a closed-in kitchen with pass-thru window.

ACG designed and built the following pavilions for FBC: Kitty Hollow Park Pavilion, Jones Creek Ranch Park Pavilion, Daily Park Pavilion, Bates Allen Park Pavilion, and Harlem Road Park Pavilion/Concession.

If selected, ACG will meet with FBC Parks to review project requirements prior to design. ACG will work cooperatively with FBC Parks to ensure the project is completed on time and within budget. We have the experience and the resources needed to start and complete the project.

SCOPE OF WORK

1. DEMO/ SITEWORK / UTILITIES

- Utilities (water, wastewater, electrical, etc.) will be install
- Grade site to drain. Stormwater detention is not required.
- Site preparation per the geotechnical report.
- Demo and remove the existing pavilion(s)

2. BUILDING:

- One (1) pavilion (40ft x 80ft – 14ft eave) will be designed and built. The new pavilion will include a closed-in kitchen with pass-thru window, 2-compartment sink, tables and benches, high bay led lights, outlets, ceiling fans, stainless steel wash basin, etc.
- Alternate: A 5ftx50ft covered walkway to the parking area.
- All buildings will be designed to withstand at least 140 MPH winds (3-second gust).

3. FOUNDATION

- The new foundation will be designed per the geotechnical report recommendations. ACG is familiar with soils condition in the project area.

4. MECHANICAL, ELECTRICAL & PLUMBING (MEP)

- Retain an MEP engineer/ firm to provide mechanical, electrical, and plumbing drawings

5. BUILDING CONSTRUCTION

ACG will:

- Obtain geotechnical and topo surveys prior to project design.
- Furnish all materials, tools, equipment, labor, and supervision needed for the completion of the project.
- Obtain construction permits prior to starting work.
- Develop a schedule to include project duration, milestones, etc.
- Provide shop drawings, material samples, color charts for FBC review and approval prior to installation.
- Demo & haul off existing pavilions(s)
- Prepare site for utilities, foundation, etc.
- Procure and erect building structure
- Procure and install a pass-thru roll-up window
- Procure and install metal tables and benches as specified
- Procure and install electrical panel, outlets, lighting, etc.
- Procure & install plumbing lines, stubs, and fixtures
- Procure & install a BBQ Grill

ACG will work closely with FBC to ensure the design/construction meets FBC's specifications.

TAB 2

Firm's Experience

2.0 Firm's Experience

ACG has completed projects of similar size, scope, and cost for Fort Bend County, Harris County, and private clients. Below are some recent projects that demonstrate our design-build experience.

1.) Fort Bend County – Kitty Hollow Park Pavilion, Missouri City, TX



Project Name: [Fort Bend County – Kitty Hollow Park Pavilion \(Design-Build\)](#)

Project Location: [9555 Highway 6 S, Missouri City, Texas](#)

Project Description: The above is a 40ft x 80ft park pavilion located in Kitty Hollow Park. The galvanized pre-engineered steel building is supported on slab foundation. Other work completed includes site preparation, sidewalk, and electrical service including outlets and high bay led lights. ACG worked with FBC Parks to ensure the project was completed on time and within the budget.

Owner/ Client: [Fort Bend County – Parks Department](#)

Contact: [Michel Davis, Ret. \(Contact Parks Office @ 832.471.2575\)](#)

Completion Date: [December 2017](#)

Project Cost: [\\$185,620.00](#)

2.) Fort Bend County – Daily Park Pavilion, Simonton, TX



Project Name: [Fort Bend County – Daily Park Pavilion & Restrooms \(Design-Build\)](#)

Project Location: [4026 Nails Road, Simonton, Texas](#)

Project Description: The above is a 50ft x 75ft park pavilion located in Daily Park. The galvanized pre-engineered steel building is supported on slab foundation. Other work completed includes site preparation, restroom building, and electrical service, including outlets and high bay led lights. ACG worked with FBC Parks to ensure the project was completed on time and within the budget.

Owner/ Client: [Fort Bend County – Parks Department](#)

Contact: [James Knight \(832.256.9682\)](#)

Completion Date: [May, 2020](#)

Project Cost: [\\$305,285.00](#)

3.) Fort Bend County – Bates Allen Park, Kendleton, TX



Project Name: [Bates Allen Park Pavilion \(Design & Build\)](#)

Project Location: [630 Charlie Roberts Lane, Kendleton, TX](#)

Project Description: The above is a 40ft x 60ft park pavilion located in Bates Allen Park. The galvanized pre-engineered steel building is supported on slab foundation. Other work completed includes site preparation and electrical service, including outlets and high bay led lights. ACG worked with FBC Parks to ensure the project was completed on time and within the budget.

Owner/ Client: [Fort Bend County - Parks Department](#)

Contact: [Michel Davis, Ret. \(Contact Parks Office 832.471.2575\)](#)

Completion Date: [February 2018](#)

Project Cost: [\\$122,685.00](#)

4.) Fort Bend County – Jones Creek Ranch Park Pavilion, Richmond, TX



Project Name: [Jones Creek Ranch Park Pavilion \(Design-Build\)](#)

Project Location: [7714 FM 359, Richmond, TX](#)

Project Description: The above is a 40ft x 60ft park pavilion located in Jones Creek Ranch Park. The galvanized pre-engineered steel building was built on an existing slab foundation. Electrical service was provided by others. ACG worked with FBC Parks to ensure the project was completed on time and within the budget.

Owner/ Client: [Fort Bend County – Parks Department](#)

Contact: [Michel Davis, Ret. \(Contact Parks Office 832.471.2575\)](#)

Completion Date: [June 2018](#)

Project Cost: [\\$64,000.00](#)

5.) Fort Bend County – Harlem Road Park Pavilion - Restrooms & Concession, Richmond, TX



Project Name: [Harlem Road Park Pavilion - Restrooms & Concession \(Design-Build\)](#)

Project Location: [701 Harlem Road, Richmond, TX](#)

Project Description: The above is a 25ft x 60ft park pavilion located in Harlem Road Park. The building has restrooms, a closed-in concession (kitchen) with pass-thru window, and an open sitting area. The pre-engineered steel building is supported on slab foundation. Other work completed includes site preparation, CMU block walls, electrical service, and plumbing. ACG worked with FBC Parks to ensure the project was completed on time and within the budget.

Owner/ Client: [Fort Bend County – Facilities](#)

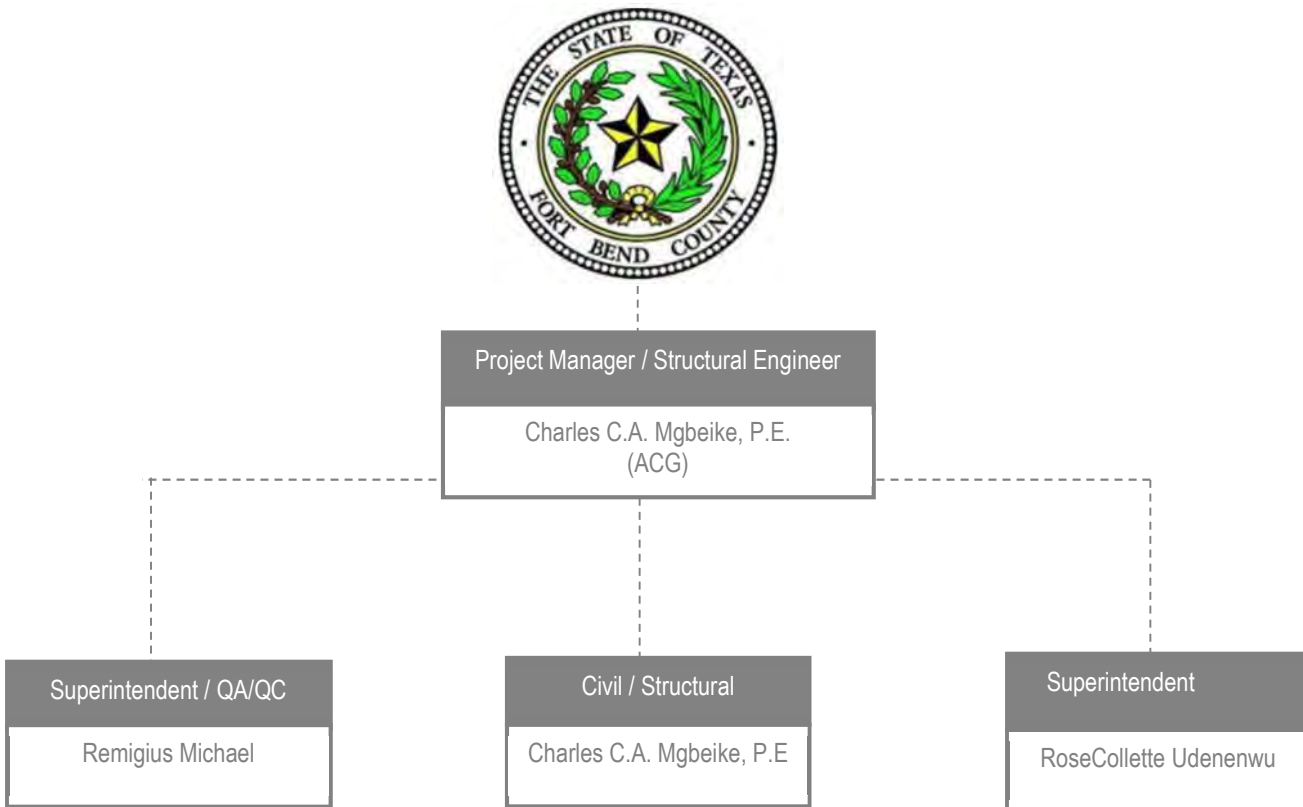
Contact: [Jon McGuff 281.725.8938](#)

Completion Date: [May 2019](#)

Project Cost: [\\$250,000.00](#)

2.0 Cont'd ORGANIZATION CHART

The organizational chart (below) shows our staff with experience in engineering design, construction management, and design-build services. If selected, ACG staff and subcontractors will work cooperatively with FBC Parks to ensure the project is completed on time and on budget.



ACG has continued to build its business on integrity, hard work, and efficiency. Our staff is uniquely qualified to solve your project challenges. Our mission is to provide engineering and construction services with emphasis on quality and timely service.

TAB 3

Staff Experience

3.0 STAFF EXPERIENCE

RESUME

Charles C.A. Mgbeike, P.E.
PROJECT MANAGER / STRUCTURAL ENGINEER

Charles Mgbeike has over 32 years of experience in engineering design, construction management, and design-build services. He is the President of APEX Consulting Group, Inc. Mr. Mgbeike’s responsibilities include civil/structural design, project management, staff supervision, and liaison with design team, owners, subcontractors, and vendors. He is experienced in planning, scheduling, budgeting, and executing projects on time and within budget. He proactively identifies and resolves risks to keep projects on track. He builds lasting client relationships through clear communication and a solutions-focused approach. He is skilled in cost control and resource allocation.

RELATED PROJECT EXPERIENCE:

Project Name	Project Location	Client	Contact/ Number	Completion Date
FBC – Kitty Hollow Park Pavilion	Missouri City, TX	Fort Bend County	Michel Davis Ret. Contact Parks Office 832.471.2575	Dec. 2017
FBC – Daily Park Pavilion	Simonton, TX	Fort Bend County	James Knight, Facilities 832.256.9682	May 2020
FBC – Bates Allen Park Pavilion	Kendleton, TX	Fort Bend County	Michel Davis Ret. Contact Parks Office 832.471.2575	Feb. 2018
FBC – Jones Creek Ranch Park Pavilion	Richmond, TX	Fort Bend County	Michel Davis Ret. Contact Parks Office 832.471.2575	June 2018
FBC – Harlem Road Park Pavilion & Concession	Richmond, TX	Fort Bend County	Jon Mcguff 281.725.8938	May 2019

Education

Bachelor of Architecture

Texas Tech University, Lubbock TX

Bachelor of Science in Civil Engineering

Texas Tech University, Lubbock TX

Registrations

Licensed Structural Engineer, State of Texas



RESUME

RoseCollette Udenenwu
CONSTRUCTION SUPERINTENDENT

RoseCollette has experience in construction management and quality assurance/ quality control. Ms. Udenenwu has a Bachelor of Science degree in Construction Management. Her responsibilities include field inspections, cost estimate, scheduling, project meetings, progress reports, shop drawing review, and change proposal request. She makes periodic site visits to ensure contract compliance, progress, and quality.

RELATED PROJECT EXPERIENCE:

Project Name	Project Location	Client	Contact/ Number	Completion Date
FBC – Daily Park Pavilion	Simonton, TX	Fort Bend County	James Knight, Facilities 832.256.9682	May 2020
FBC – Bates Allen Park Pavilion	Kendleton, TX	Fort Bend County	Michel Davis Ret. Contact Parks Office 832.471.2575	Feb. 2018
FBC – Jones Creek Ranch Park Pavilion	Richmond, TX	Fort Bend County	Michel Davis Ret. Contact Parks Office 832.471.2575	June 2018
FBC – Harlem Road Park Restroom & Concession	Richmond, TX	Fort Bend County	Jon McGuff 281.725.8938	May, 2019

Bachelor of Science – Construction Management
University of Houston - Main – Houston, TX

TAB 4

Financial Stability



4.0 Financial Stability

ACG is a debt-free company. We are financially capable of providing the deliverables listed in the Scope of Work.

a. Has the Company ever failed to complete any work awarded to it in the last ten (10) years?

NO. ACG has fulfilled its contractual obligations since its founding.

b. Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers in the last ten (10) years?

NO. ACG has no claims, judgements or pending suits.

c. Has the Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years. If yes, please provide details.

NO. ACG has neither filed lawsuits nor requested arbitration.

d. Does your Company have the ability to obtain payment and performance bonds required for this project?

YES. ACG can obtain payment/ performance bonds for this project.

TAB 5

Firm's Management Plan

5.0 Firm's Management Plan

ACG's project management plan clearly defines the procedures for project execution in accordance with the project scope and the contractual obligations. ACG's work scope falls within three areas of responsibilities:

- Project management including planning, cost estimate, scheduling, cost control, reporting, and verifications.
- Building design, including Architectural/Civil/Structural/MEP drawings, and specifications.
- Construction Management, subcontracting, field engineering, construction administration, inspection, etc.

Our primary role includes:

- Ensure Work safety. ACG believes "No harm to people, No damage to property, and No harm to the environment.
- Ensure quality in all phases of the project
- Ensure that client's requirements are understood and met. Execute our projects to exceed our client's requirements.
- Design building as per the current Federal, State, and local codes and standards. All drawings will be sealed by State of Texas licensed Architects/ Engineers.
- Provide Construction administration and management during construction.

The keys to successful execution of our projects are:

1. Clear identification and communication of project design and schedule requirements
2. Timely coordination and execution of activities associated with project requirements.
3. Preparing and maintaining project schedule.
4. Appropriate and effective communication between ACG and FBC
5. All information pertaining to the project shall be treated as highly confidential.
6. All drawings, specifications, and data related to the project will be the property of FBC.

ACG will use Microsoft Project and RS means to estimate, schedule, monitor and report project progress.

TAB 6

Required Forms



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	APEX CONSULTING GROUP, INC.		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 25
Federal ID # or S.S. #	760561817	SAM.gov Unique Entity ID #	GXKZNBKYA4X9
SAM.gov CAGE / NCAGE	32DY6		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	9888 BISSONNET STREET, SUITE 415		
City/State/Zip	HOUSTON, TX 77036		
Physical Address			
City/State/Zip			
Phone Number	832.512.6000		
E-mail	info@apexengroup.com		
Contact Person	APEX CONSULTING GROUP, INC.		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/>	Certification # 23-12-8307	Cert Date 7/2023 Exp Date 6/2025
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	_____
	HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/>	Certification # 1760561817600	7/2023 6/2026
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____	
	\$5,000,000-\$16,999,999 ^{9889 BISS:} _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____
NAICs codes (Please enter all that apply)	541310, 541340, 541350, 236210, 236220		
Signature of Authorized Representative			
Printed Name	CHARLES MGBEIKE, P.E.		
Title	PRESIDENT		
Date	12/10/24		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

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

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

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

APEX CONSULTING GROUP

(Company/Contractor)

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

A handwritten signature in blue ink, appearing to read "Charles Mgbaike", is written over a horizontal line. Below the signature, the words "Contractor Signature" are printed.

Contractor Signature

12/10/24

Date

CHARLES MGBEIKE, P.E.

Printed Name

PRESIDENT

Title



9888 Bissonnet Street, Suite 415, Houston, Texas 77036 Cell: (832) 512.6000 Office: (713) 779-5700
E-mail: info@apexengroup.com; Website: apexengroup.com

FEE PROPOSAL FOR ENGINEERING DESIGN SERVICES

Project: Fort Bend County – New Pavilion, Township of Thompsons, Texas – FBC Q25-020

ACG Project No. 2025-004

Date: January 28, 2025

RE: Fort Bend County Parks intends to build a Pavilion in Township of Thompsons, Texas. The project scope is as follows:

1. Demo and remove the existing CMU block and wood framed buildings (pavilion & kitchen).
2. Procure and install a galvanized pre-engineered (40ft x 80ft) steel building on concrete slab. The pavilion will be furnished with 10 metal table/ bench sets.
3. A closed-in kitchen on the west side of the pavilion with countertops, pass-through (roll-up) window, an island, and etc.
4. Electrical to include ceiling fans, LED lights, and outlets.
5. Plumbing to include water heater, hose bibs, prep sink, and water stubs for future ice maker and refrigerator.
6. Extend site utilities (water & san sewer) to serve the pavilion.
7. The work scope will be completed as budgeted. The project budget is **\$768,500.00**

Design Scope:

Design scope includes:

- **Geotechnical Investigation**
- **Architectural Design**
- **MEP Design**
- **Structural Design**
- **Construction Documents**

Specific Tasks

I. Construction Documents:

- (1) Cover Sheet
- (2) Architectural Plans, Details, and Notes
- (3) Structural Plans, Details & Notes
- (4) MEP Plans, Details & Notes

II. Administrative Services:

- (1) Boring location plan - Geotech Investigation
- (2) Stamp Construction Plans
- (3) Submit Plans for permitting

Design Fee:

(A) Architectural / Engineering Design / Constr. Docs (5% of \$768,500.00)\$38,425.00
<u>(B) Geotech Investigation</u>	<u>\$2,500.00</u>
<u>(C) Reproduction/ Copies</u>	<u>\$500.00</u>
<u>Total Design + Geotech Fee</u>	<u>\$41,425.00</u>

APEX will submit plans to the City and/ or County for review and approval. Thanks for considering ACG for your project. Please call if you have any questions.



01/28/25

Charles C. A. Mgbeike, P.E.
President, ACG

Gwendolyn Climmons
Assist. Director, FBC Parks Department

EXHIBIT B

(Follows Behind)

Exhibit B

Prevailing Wages

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20240247 10/18/2024

Superseded General Decision Number: TX20230247

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	06/14/2024
2	10/18/2024

	Rates	Fringes
ASBE0022-009 07/03/2023		
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
BOIL0074-003 07/01/2023 BOILERMAKER	\$ 37.00	24.64
CARP0551-008 04/01/2021 CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/29/2023 ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
ELEV0031-003 01/01/2024 ELEVATOR MECHANIC	\$ 51.32	37.885+a+b
FOOTNOTES:		
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.		
B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.		
ENGI0450-002 04/01/2014		
POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
IRON0084-002 06/01/2023 IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
PLAS0783-001 04/01/2023 PLASTERER	\$ 31.34	10.30
PLUM0068-002 10/01/2023		

PLUMBER	\$ 34.86	11.68
PLUM0211-010 10/01/2023		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 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 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office for the area in which the survey was conducted because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

EXHIBIT C

ACG's Understanding of the Scope of Work

1.0 Understanding of Scope of Work

ACG has read and understood the project scope. The scope of work includes a 40ft x 80ft (3200 SF) pavilion with seats and tables to accommodate 72 people and a closed-in kitchen with pass-thru window.

ACG designed and built the following pavilions for FBC: Kitty Hollow Park Pavilion, Jones Creek Ranch Park Pavilion, Daily Park Pavilion, Bates Allen Park Pavilion, and Harlem Road Park Pavilion/Concession.

If selected, ACG will meet with FBC Parks to review project requirements prior to design. ACG will work cooperatively with FBC Parks to ensure the project is completed on time and within budget. We have the experience and the resources needed to start and complete the project.

SCOPE OF WORK

1. DEMO/ SITEWORK / UTILITIES

- Utilities (water, wastewater, electrical, etc.) will be install
- Grade site to drain. Stormwater detention is not required.
- Site preparation per the geotechnical report.
- Demo and remove the existing pavilion(s)

2. BUILDING:

- One (1) pavilion (40ft x 80ft – 14ft eave) will be designed and built. The new pavilion will include a closed-in kitchen with pass-thru window, 2-compartment sink, tables and benches, high bay led lights, outlets, ceiling fans, stainless steel wash basin, etc.
- Alternate: A 5ftx50ft covered walkway to the parking area.
- All buildings will be designed to withstand at least 140 MPH winds (3-second gust).

3. FOUNDATION

- The new foundation will be designed per the geotechnical report recommendations. ACG is familiar with soils condition in the project area.

4. MECHANICAL, ELECTRICAL & PLUMBING (MEP)

- Retain an MEP engineer/ firm to provide mechanical, electrical, and plumbing drawings

5. BUILDING CONSTRUCTION

ACG will:

- Obtain geotechnical and topo surveys prior to project design.
- Furnish all materials, tools, equipment, labor, and supervision needed for the completion of the project.
- Obtain construction permits prior to starting work.
- Develop a schedule to include project duration, milestones, etc.
- Provide shop drawings, material samples, color charts for FBC review and approval prior to installation.
- Demo & haul off existing pavilions(s)
- Prepare site for utilities, foundation, etc.
- Procure and erect building structure
- Procure and install a pass-thru roll-up window
- Procure and install metal tables and benches as specified
- Procure and install electrical panel, outlets, lighting, etc.
- Procure & install plumbing lines, stubs, and fixtures
- Procure & install a BBQ Grill

ACG will work closely with FBC to ensure the design/construction meets FBC's specifications.

EXHIBIT D

Prevailing Wage Rates

Exhibit B

Prevailing Wages

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20240247 10/18/2024

Superseded General Decision Number: TX20230247

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

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DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
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FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87**	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87**	0.73
IRONWORKER, REINFORCING	\$ 12.10**	0.00
LABORER: Common or General	\$ 10.79**	0.00
LABORER: Mason Tender – Brick	\$ 13.37**	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50**	0.00
LABORER: Pipelayer	\$ 12.94**	0.00

LABORER: Roof Tearoff	\$ 11.28**	0.00
LABORER: Landscape and Irrigation	\$ 9.49**	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10**	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93**	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22**	0.34
OPERATOR: Forklift	\$ 15.64**	0.00
OPERATOR: Grader/Blade	\$ 13.37**	0.00
OPERATOR: Loader	\$ 13.55**	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03**	0.00
OPERATOR: Roller	\$ 16.00**	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77**	4.51
ROOFER	\$ 15.40**	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00**	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00**	0.00
TILE SETTER	\$ 16.17**	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95**	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39**	1.18

TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50**	0.00
TRUCK DRIVER: Water Truck	\$ 12.00**	4.11
WATERPROOFER	\$ 14.39**	0.00

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office for the area in which the survey was conducted because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 APEX CONSULTING GROUP, INC
 HOUSTON, TX United States

Certificate Number:
 2025-1351689

Date Filed:
 08/19/2025

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

Date Acknowledged:
 08/26/2025

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.
 Q25-020
 DESIGN-BUILD SERVICES FOR LOBGSERRE PARK - TOWNSHIP OF THOMPSONS FIRST AMENDMENT

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)