

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR
GENERAL SERVICES**

Over \$50K
(Rev. 1-4-16)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR: *Garland/DBS, Inc.*

By:

By: *[Signature]*

Date:

Date: *July 31, 2017*

Title:

Title: *FRANK A. PERCACCIANTE
Controller*

Company: *Garland/DBS, Inc.*

APPROVED AS TO FORM:

Dan Shu Snick



II. General Information and Terms.

Contractor's Name and Address: Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105

Description of Services: Roofing material and services for Public Works Building B

Maximum Contract Amount: \$63,922.00

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior

written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents (Exhibit A-2) and a provision in this Standard Contract for General Services, the Standard Contract for General Services provision control and not the Contractor's Additional Contract Documents (Exhibit A-2).

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tcc/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

P. Compliance with Laws. The Contractor must comply with all federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

Q. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to

withhold the penalty amount from the Contractor's payment, as provided in the statute.

IV. Additional Terms or Conditions. None.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Garland/DBS, Inc. Roofing Material and Services Proposal No. 25-TX-170742 dated July 21, 2017 (4 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (4 pages)
- B-2. Payment Bond (2 pages)
- B-3. Labor Classification and Minimum Wage Scale (7 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

1 of 1

Version V1.0.883

EXHIBIT A-2

Garland/DBS, Inc. Roofing Material and Services Proposal No. 25-TX-170742 dated July 21,
2017

(See Attached)



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Sugarland
Public Works Complex Wall Panels
111 Gillingham Lane Sugarland, TX 77478
Date Submitted: 7/21/2017
25-TX-170742
MICPA # 14-5903

Please Note: The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: Base Bid

- 1 Remove existing metal wall panels at designated areas and dispose of properly.
- 2 Install new 22 gauge 304 stainless steel flashing at base of wall. Cut .5" deep reglet in concrete at sidewalk and entrance door areas that are level or near level with concrete building ledge to receive vertical leg of new flashing. Turn vertical leg of flashing down concrete ledge face at all other areas. New flashing will be set in a continuous bed of modified flashing cement and properly secured
- 3 Install new 24 gauge 304 stainless steel flashings around doors and windows.
- 4 Fabricate and install new 24 gauge stainless steel louvers where existing.
- 5 Install new thresholds at all walk doors.
- 6 Install new Garland 24 gauge pre-finished metal RMer Wall Panels and associated trim where panels were removed.
- 7 Any required electrical disconnect and reconnect provided by owner.
- 8 Any required mechanical equipment disconnect and reconnect provided by owner.
- 9 Removal and re-installation of all wall mounted fixture, signs, etc. provided by owner.
- 10 Any required interior finish work provided by owner.
- 11 Any required damaged structural repairs provided at additional cost.
- 12 Any required structural members needed to satisfy any engineering resulting in additional clips will be provided at additional cost.
- 13 Any required or existing insulation replacement with 4" thick insulation will provided at additional cost as per unit cost of \$2.00 per square foot. Clean up and haul off all debris from above work.
- 14 Furnish two (2) year contractor warranty and ten (10) year Garland Manufacturer's Warranty.

LINE ITEM PRICING

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.41	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Metal Deck	\$ 1.91	2150	SF	\$ 4,107
21.12.03	METAL WALL PANEL SYSTEMS: WALL SYSTEM Concealed Fastener Wall Panel System - 12" Wide Panels : THICKNESS OPTION: - Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga	\$ 4.56	2150	SF	\$ 9,804
21.12.05	METAL WALL PANEL SYSTEMS: WALL SYSTEM Concealed Fastener Wall Panel System - 12" Wide Panels : COLOR OPTION: - Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 0.69	2150	SF	\$ 1,484
21.12.17	METAL WALL PANEL SYSTEMS: WALL SYSTEM Concealed Fastener Wall Panel System - 12" Wide Panels : PANEL INSTALLATION & INSULATION OPTION: - Over Plywood; No Insulation	\$ 5.15	2150	SF	\$ 11,073
	Metal Stretch-Out: 24" 22 Gauge Stainless Steel with Six (6) Bends	\$ 11.73	900	LF	\$ 10,557
	Metal Stretch-Out: 6" 22 Gauge Stainless Steel Cleat with Two (2) Bends	\$ 6.58	1000	LF	\$ 6,580
	Metal Stretch-Out: 8" Stainless Steel Counterflashing with Four (4) Bends	\$ 7.87	175	LF	\$ 1,377
	Sub Total Prior to Multipliers				\$ 44,981

22.43	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF Multiplier Applied when Roof Size is Less than 3,000 SF, but Greater than 2,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	60%	%	\$	26,988
22.21	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF HEIGHT IS GREATER THAN 2 STORIES EQUAL TO OR LESS THAN 5 STORIES Multiplier Applied when the Roof Height Exceeds 2 Stories, but is Equal to or Less than 5 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane Work.	25%	%	\$	11,245
	TOTAL:			\$	83,214

Base Bid:

Total Maximum Price of Line Items under the MICPA: \$ 83,214

Proposal Price Based Upon Market Experience: \$ 63,922

Competitive Bid Results (Base Bid):

John A Walker Roofing Inc. \$ 63,922

Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement \$ 11.40 per Board Foot

Breakdown of Quote

Garland Material: \$12,301

Non Garland Material: \$10,432

Roofing Labor: \$31,951

Freight \$3,990

Bond Fee: \$576

General Liability & Builder's Risk Insurance \$665

Overhead & Markup \$4,007

Breakdown of Garland Materials:

	List Price	USC Discount	USC Price	Quantity	Unit	Extended Price
RMW15Z24S	\$ 5.15	\$0.05	\$ 5.10	2,081	SqFt	\$ 10,610
SSCLIPPANWALL	\$ 0.48	\$0.00	\$ 0.48	1,000	Clip	\$ 475.20
SSFS24STD	\$ 95.00	\$0.95	\$ 94.05	10	Sheet	\$ 940.50
SSRIVETS	\$ 34.65	\$0.35	\$ 34.30	5	Box	\$ 171.52
7619-5	\$ 105.00	\$1.05	\$ 103.95	1	Pail	\$ 103.95
Total Materials						\$ 12,301.15

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2017.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Ron Wenger

Ron Wenger
Garland/DBS, Inc.
(216) 430-3634

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Garland/DBS, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLO <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) >	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applicable to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 3800 East 91st Street	Requester's name and address (optional)	
6 City, state, and ZIP code Cleveland, Ohio 44105		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
			-			-		
or								
Employer identification number								
8	0		-	0	5	2	5	4
							5	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person > 	Date > 5-30-2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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

EXHIBIT B-1

Requirements for All Insurance Documents

(See Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: dallas.certs@marsh.com CN102137489-DBS-16-17	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Ins. Company INSURER B: Travelers Indemnity Co INSURER C: Liberty Insurance Underwriters Inc. INSURER D: Travelers Property Casualty Company of America INSURER E: Hartford Fire Insurance Company INSURER F:	NAIC # 25445 25658 19917 25674 19682
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COVERAGES **CERTIFICATE NUMBER:** HOU-002715788-05 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR - \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	002589901	12/05/2016	12/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	810-5G239979-IND-16	12/05/2016	12/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X	1000021688-07	12/05/2016	12/05/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PJUB-5G220236-16	12/05/2016	12/05/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			83 MS VV9553 (Ded 50,000)	12/05/2016	12/05/2017	Installation Floater 900,000
E	Inland Marine			83 MS VV9553 (Ded \$2,500)	12/05/2016	12/05/2017	Leased/Rented Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Sugar Land is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. The Workers' Compensation Policy includes an "all states" provision excluding monopolistic states ND, OH, WA, WY and those states listed in 3.A. Umbrella policy is follow form from the underlying policies mentioned above.

CERTIFICATE HOLDER City of Sugar Land Attn: Purchasing Office P.O. Box 110 Sugar Land, TX 77487-0110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other property deductibles may apply as per policy terms and conditions.

EXHIBIT B-2

Payment Bond

(See Attached)

PAYMENT BOND
(Small Construction Projects Over \$50,000)
(Rev. 02-04-10)

Bond No. 30015588

Name of Surety: Continental Casualty Company

Name of Contractor, as Principal: Garland/DBS, Inc.

Name of Owner, as Obligor: City of Sugar Land, Texas

Description of Work: Public Works Building B

Date of Contract: 07/31/2017 (Not before Bond execution date)

Bond Amount (Maximum Contract Amount): \$63,922.00

RECITALS:

The Contractor has executed a Contract with the Owner for the Work described above in the City of Sugar Land. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
3. **DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.
4. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the date of completion, the Maximum Contract Amount, or the Work to be performed.
5. **GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.

6. **INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.

7. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

Garland/DBS, Inc.

(Typed Firm Name)

(Seal)

By: 

(Signature—Attorney in Fact)

Frank A. Percacian

(Printed Name)

Controller

(Title)

3800 East 91st Street

Cleveland, OH 44105

(Physical Address)

3800 East 91st Street

Cleveland, OH 44105

(Mailing Address)

(Telephone No. with Area Code)

July 31, 2017

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

Surety:

Continental Casualty Company

(Typed Firm Name)

(Seal)

By: 

(Signature—Attorney in Fact)

Cathy L. Woodruff

(Printed Name)

Attorney-in-Fact

(Title)

333 S. Wabash Avenue, 4th Floor

Chicago, IL 60604

(Physical Address)

333 S. Wabash Avenue, 4th Floor

Chicago, IL 60604

(Mailing Address)

216-937-1700

(Telephone No. with Area Code)

July 31, 2017

(Date of Execution)

State of OH
County of Cuyahoga } ss:

On July 31, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Cathy L. Woodruff

known to me to be Attorney-in-Fact of Continental Casualty Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 8/26/2017

Latanya Goodwin Notary Public



LATANYA GOODWIN
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/26/17

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Cathy L. Woodruff, Individually

of Cleveland, OH, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30015588
Principal: Garland/DBS, Inc.
Obligee: City of Sugar Land

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Brufat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Brufat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 31st day of July, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

EXHIBIT B-3

Labor Classification and Minimum Wage Scale

(See Attached)

General Decision Number: TX170297 04/14/2017 TX297

Superseded General Decision Number: TX20160297

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	01/27/2017
3	04/14/2017

ASBE0022-009 12/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 23.42	12.26

* BOIL0074-003 01/01/2017		

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

CARP0551-008 04/01/2016		

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation,Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 23.05	8.78

ELEC0716-005 08/29/2016

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 31.25	9.11

ELEV0031-003 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.24	29.985+a

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

IRON0084-002 06/01/2015

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35

PLAS0079-004 01/01/2015

	Rates	Fringes
PLASTERER.....	\$ 19.92	1.00

PLUM0068-002 10/01/2016

	Rates	Fringes
PLUMBER.....	\$ 34.35	9.79

PLUM0211-010 10/01/2016

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 33.53	11.11

SHEE0054-003 07/01/2014

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 25.67	12.39

SUTX2014-023 07/21/2014		

	Rates	Fringes
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.

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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/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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.

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END OF GENERAL DECISION