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Proposal for Job Order Contracting for General Construction Services

RFP # #2023-21

November 16, 2022, 2:00 PM



Brown & Root
Industrial Services, LLC

Proposal for Dorchester County Job Order Contracting for General Construction Services

1. Transmittal Letter



Brown & Root

On-Call Construction
2451 Crystal Drive, Suite 425
Arlington, VA 22202

11/16/2022
Dorchester County
Purchasing Services Division
201 Johnston Street, 2nd Floor
Saint George, SC 29477

Subject: Response to Dorchester County's Request for Proposal for Job Order Contracting Services for General Construction Services (RFP 2023-21) Due date – 11/16/2022

Brown & Root Industrial Services, LLC is pleased to submit this proposal to serve Dorchester County, SC on this JOC program. The vital infrastructure and public services provided by Dorchester County and the other entities for which this is available demand and deserve the best possible support for their JOC program. **Failure is not an option.** You need a flexible, responsive partner that is **not a JOC beginner** but an **experienced partner** who understands the requirements and rigors of working in the public arena.

To give you the confidence that Dorchester County and other S. Carolina projects will be managed correctly, we bring our experience on such projects for similar municipal JOC programs, and over 35 years of proven, successful JOC experience over \$5 billion for task orders.

To give you the confidence that we understand the complexities of public infrastructure, we point to our successful JOC experience in working for dozens of community standalone JOC contracts and other cooperative-type contracts such as: Anne Arundel County, MD; Arlington, County, VA; the City of Dallas, TX; the City of Kansas City, MO; the City of Houston, TX; the City of Austin, TX; Harris County, TX, Los Angeles County, Choice Facility Partners, OMNIA Partners, Sourcewell, Houston Independent School District, Texas A&M, University of Texas, University of Houston, and others.

Our Authorized Negotiator for this contract is:

Rick Farrag, PE, PMP
Title: Vice President
Telephone: 703.628.5491
Address: 2451 Crystal Drive, Suite 425 Arlington, VA 22202
Email: rick.farrag@brownandroot.com

We welcome the opportunity to serve the Dorchester County and S. Carolina by providing you the best value, most realistic, and perhaps most important, proven approach to this Job Order Contract for Dorchester County. Please do not hesitate to contact either Rick Farrag at 703-628-5491 or Mike Coberley at 703-362-3671 should you require additional information.

Sincerely,



Rick Farrag
Vice President



2. Firm History and Experience:

A. Brief history of firm.

The company currently known as Brown & Root started as a small road construction and earth-moving company founded by the Brown Brothers in 1919. From these humble beginnings, we have evolved over our 101-year history to become one of the foremost design and construction resources in the United States. B&R is now a leading innovator, designer, and construction manager of schools, research facilities municipal facilities, office buildings, stadiums, military bases, hospitals, water facilities, roads, railways, tunnels, bridges, and pipelines. We have provided engineering design, construction management, operations and maintenance, logistics support, and renovation and repair support to an array of K-12, municipal, state, federal, civilian, and commercial customers including Atlanta Public Schools. In short, we have a full range of consulting and performance capabilities to meet all of your requirements.

In 1987, B&R was chosen to provide JOC-type facilities maintenance, renovation and construction management for the U.S. Army Corps of Engineers (USACE), Alaska District at Forts Richardson, Wainwright, and Greely, a contract B&R held for over 24 years. In the succeeding years, the company has built an impressive resume of DOC experience and enduring partnerships with clients such as Atlanta Public Schools (23 years), USACE Alaska District (24+ years during four contracts), USACE Louisville District (9+ years during three consecutive contracts), Houston Airport System (2 consecutive contracts), and the National Institutes of Health (NIH) (15 years during three contracts). Our high rate of repeat awards, over 90%, is a testament to our proven ability to earn customer confidence in providing superior construction management service and support. Over the past 34 years, B&R has staffed and managed more than 125 delivery order-type construction management (DOC) contracts across the country, representing \$4.5BB in value. Under these DOC-type contracts we provided multitude of services including construction management, design/build and program management.

Our corporate history includes a full breadth of JOC projects at municipal, academic and research campuses, and higher learning institutions, including repair, renovation, alteration, and construction of classroom buildings, administrative offices, sports facilities, libraries, cafeterias, kitchen facilities, dormitories, healthcare facilities, critical research laboratories, and computer laboratories – **ALL of which were vital to remain open and functioning during construction.** The graphic on the following page shows a timeline of B&R's JOC experience, including representative success with academic clients.

B&R is a leading innovator, designer, and construction manager of schools, research facilities municipal facilities, office buildings, stadiums, military bases, hospitals, water facilities, roads, railways, tunnels, bridges, and pipelines. We have provided engineering design, construction management, operations and maintenance, logistics support, and renovation and repair support to an array of municipal, state, federal, civilian, and commercial customers. In short, we have a full range of consulting and performance capabilities to meet all of Dorchester County's requirements.

Our strong JOC services capabilities will offer this contract a variety of benefits across the country, including the following:

- Extensive experience with JOC clients

- Experience supporting multi-site contracts
- Ability to respond quickly and efficiently in the educational environment
- Flexibility in scheduling, which allows work to proceed during downtimes and **minimizes disruptions to ongoing municipal and academic activities**
- Joint scope development before the work begins in order to minimize change orders
- Assistance with planning and design decisions to achieve best value solutions for your program
- Subcontracting to local firms, including small and disadvantaged business enterprises (M/WBEs), thereby directing money back into the local economy
- Capability to service the selected areas with our large pool of proven, local subcontractors
- As a premier provider of JOC services, we offer Dorchester County and S. Carolina a full range of support for all required construction and construction-related services.

B. Organization of personnel

Based on our understanding of the Dorchester County JOC requirements, we are offering a proven team of experienced, highly motivated management professionals and endowed them with the tools, methodology, and authority they need to ensure customer satisfaction. **We place key managers on-site, dedicate them 100 percent to the contract**, empower them to autonomously perform all project management, quality control, safety, technical, and administrative tasks in the field, and support them from corporate headquarters. Our proposed Program General Manager (PM), Curtis Jackson, has the authority – and the responsibility – to expand or contract staffing to maintain the flexible project structure necessary for workload ebb and flow. **Exhibit 2-1** shows our project organization chart.

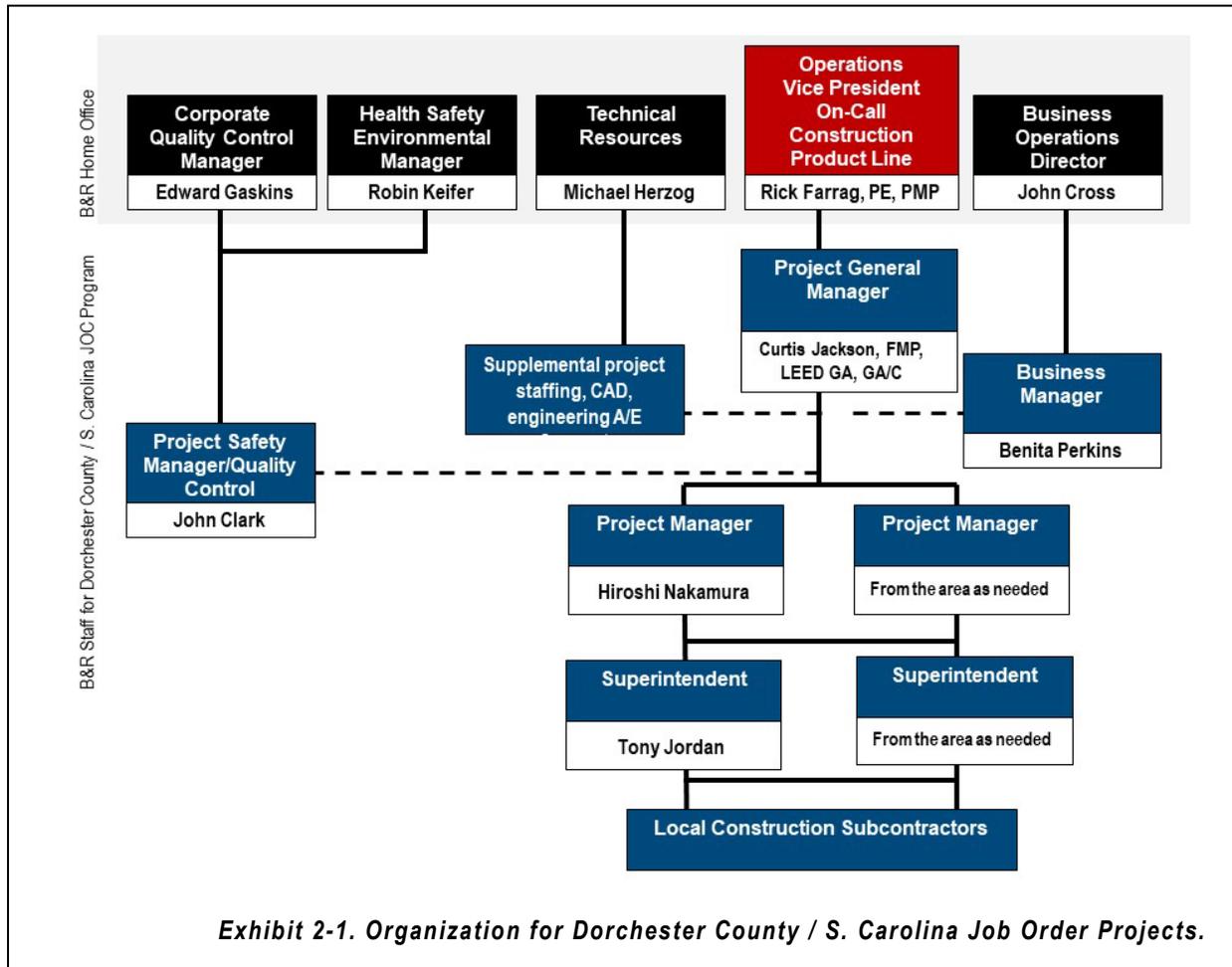


Exhibit 2-1. Organization for Dorchester County / S. Carolina Job Order Projects.

C. Unique qualifications and methodologies.

Why Brown & Root?

We understand the need for close partnership and rapport with Dorchester County and other S. Carolina government agencies and for having a full understanding of the professional staff and end users. We have executed work orders ranging in value from thousands of dollars to several million dollars in other municipal settings and believe that we will provide these Owners with the best value. Key features of our offered service and the benefits are included in **Exhibit 2-2** below.

B&R Qualifications/Experience Features	Benefits to the Dorchester County / S. Carolina JOC program
<p>Over 35 years of JOC project experience: B&R is one of the premier JOC Firms in the county.</p>	<p>Established and refined JOC procedures for rapid start and implementation of the JOC program. Developed over 105 JOCs and 500,000 job orders.</p>



B&R Qualifications/Experience Features	Benefits to the Dorchester County / S. Carolina JOC program
Historical restoration construction experience.	Ability to properly establish scopes of work to preserve the integrity of historical buildings. Experience in executing historical restoration projects.
Healthcare Project Experience	We have the ability to bring in our healthcare construction-certified staff to support any healthcare/medical facility project.
Design/Build capability: A built-in resource when required.	Ability to successfully execute work orders with limited design drawings.
Coordination Expertise: Flexibility in scheduling, commitment from a known and expansive network of Sub-Contractors.	Work to proceed during downtimes, minimized disruptions to ongoing educational programs.
Experience Identifying, Mentoring and Working With Small and Disadvantaged Firms (including M/WBE)	Ability to respond quickly to local Owner’s needs and quickly mobilize and execute. Provide opportunities to M/WBE contractors.
Innovative and Advanced IT Tools: Use or highly effective communications and management tools.	Enhanced visibility to client directors and management affords for highly responsive operation.
Client Oriented: Close coordination and open communication with our clients and other key stakeholders.	Strong partnership and commitment between client and contractor.
LEED AP and Green Advantage certified professionals.	Assistance with green building and LEED related tasks.

Exhibit 2-2. B&R / Feature Benefit Table, demonstrating our successful JOC track record, ensuring rapid start-up, close coordination with all S. Carolina Owners and other stakeholders, and cost-effective use of resources.

C. References:

Owner	Contract Type	Contact Name	Phone	Email
Anne Arundel County	JOC	Joe Holoubek, Project Manager	410.222.7549	jholoubek@aacounty.org
City of Austin, TX	JOC	Kevin Benson, Procurement Specialist IV Capital Contracting Office (CCO)	512.974.6203	Kevin.Benson@austintexas.gov



Owner	Contract Type	Contact Name	Phone	Email
City of Houston General Services	JOC	Eric Rhoden Sr. Project Manager City of Houston General Services Department	832-393-8096	Eric.Rhoden@houstontx.gov

E. Safety:

In addition to the procedures outlined in our Safety Plan, B&R implements a process known as Activity Hazard Analysis (AHA). AHA is our proactive approach to managing safety risk and ensuring the safe performance of every job order. During the development of each job order scope of work, our safety manager supported by the PM and Superintendent, develops an AHA specific to each job order. The AHA identifies each potential safety hazard and develops mitigation plans for each task. We require each of our subcontractor to also develop their own AHA. Then, our AHA and the subcontractor AHA are combined into a job order-specific AHA that becomes the road map to recognizing and mitigating potential safety hazards during construction.

Addressing safety is major part of our pre-construction meeting to further review and address safety requirements exceptions. During construction, we require daily safety meetings to review the AHA. During these daily safety meetings, we examine site conditions and tasks are addressed to ensure no new hazards are present. The AHA is updated if and when new hazards are anticipated or recognized.

We provide specific safety training on numerous safety topics to our personnel and subcontractors. We require our subs to provide proof of training their employees for specific tasks requiring special certificates and/or training.

Our zero-incident record on all our JOC programs is a testament to our ability to implement a robust and successful safety program.

Safety Record. B&R’s safety record validates the effectiveness of our comprehensive safety and health program at all of our project sites. We are committed to an incident-free culture, a management philosophy that places the highest importance on continuously evaluating and improving the safety performance of the organization. Our commitment to safety has been proven on all of our projects. Across all our JOC contracts, B&R achieved a safety record of ZERO recordable incidents.

By actively involving all project managers and workforce personnel, we create a worksite and project-wide safety culture that maximizes safety awareness and minimizes the risk of injury or incident. We encourage every employee and construction subcontractor to actively pursue safety as a personal goal, and we convey safety information and apply best safety practices at all project levels. Based on our commitment to the health and safety of our employees and subcontractors, our safety performance far exceeds the industry average, as shown in **Exhibit 2-3**. We have achieved a company-wide Experience Modification Rate (EMR) of



0.46, which is well below the industry average of 1.0 and the On-Call Construction division which manages all JOC programs has had ZERO Lost Time Injuries or Fatalities in the last five years.

Year	EMR	OCC LTI	OCC Fatalities
2021	0.46	0	0
2020	0.40	0	0
2019	0.39	0	0
2018	0.36	0	0
2017	0.50	0	0

Exhibit 2-3. Brown & Root's strong safety culture has led to industry leading results

Letter from Insurance Carrier follows on the next page.

CHUBB®

November 3rd, 2022

RE: Brown & Root Industrial Services, LLC

Workers' Compensation Experience Modifier

To Whom It May Concern:

This letter is to confirm that Brown & Root Industrial Services, LLC has the following NCCI Workers' Compensation Experience Modification factors:

Rating Effective Date	Experience Modification Factor
11/01/2022 to 11/01/2023	.56
11/01/2021 to 11/01/2022	.50
11/01/2020 to 11/01/2021	.46
11/01/2019 to 11/01/2020	.40
11/01/2018 to 11/01/2019	.40 Contingent rating 11/16/2018

Should you have any questions, please feel free to contact me. My direct number is (972) 482 6980.

Thank you,

CHUBB®**Clayton Helbing**
Underwriter, Chubb Construction

2001 Bryan Street, Suite 3600, Dallas, TX 75201, USA
O 469.445.3646 M 972.482.6980
E clayton.helbing@chubb.com

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- F. The County is seeking to obtain the services of experienced construction contractors. For each project submitted, attach an additional sheet to describe this project, clearly indicating the scope of work for which the Proposer was responsible.
- i. Submit a maximum of (10) general construction projects. Prime Contracting experience is preferred. **Submit projects that have achieved final acceptance after January 1, 2020**
 - ii. Complete a separate **ATTACHMENT A** for each project submitted **and** attach an additional sheet describing the project's scope of work.
 - iii. JOC may involve projects of varying size, scope, and complexity. To demonstrate the Proposer's ability to perform a wide variety of projects, submit a variety of projects of varying size, scope, and complexity.

Attachment A and accompanying additional sheets for 10 projects follow on the next page.

ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) Proposer's Name: Brown & Root Industrial Services, LLC

2) Agency/Client Name: City of Dallas

3) Project Name: City of Dallas - Fire Station 30 Phase II - Interior

4) Project Number: JO#133 5) Project Value: \$254,880

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) Company Role: Prime Contractor Sub Contractor

8) Agency: Public Private Other: _____

9) Percentage of Self Performed Work with the Proposer's In-House Trades: 0 %

10) Project Type: (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Ghassen Aswad Title Project Manager

Telephone: 214.205.1682 Email Address: ghassen.aswad@dallas.gov

12) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

The primary challenge that the design and construction teams faced on this project, was coordinating with the Engineer of Record in the timing of Shop Drawing approval process, which was delaying the fabrication and delivery of the "Slab Rebar.," which included unusual diameter thickness of rebar and dowels. Brown & Root continued pleasantly communicated with the Engineer of Record with the owners' approval, there by resolving any further delays in Shop Drawing approval process and timing, which provided relief in fabrication and delivery of rebar, in May 2022.

CLIENT/PROJECT

City of Dallas – Fire Station 30 Phase II-Interior

Location

Offices: 3202 Canton Street Dallas, TX 75226

Project: 11381 Zodiac Lane Dallas, TX 75229

Date of Service

Start Date: 08/26/2021

Completion Date: 05/31/2022

Project Description

The Fire Station 30 Firemen were relocated to other Stations so that Fire Station 30 could be abandoned by the City of Dallas, due to structural defects and foundation settlement discovered by City Engineering, sometime during 2019. The exact date is unknown. Starting in June 2021, Brown and Root develop a formal proposal to correct the interior concrete slab supporting the Fire Trucks that failed four (4) inches of settlement. This Proposal was submitted by Department of Equipment Building Services to City Council, which was approved in August 2021. On August 26th, 2021, Brown and Root commenced demolition and construction of the 10-inch-thick concrete slab using Engineered Design supplied by Terracon Consulting. The corrective construction by Brown and Root, was completed on May 31, 2022.



Challenges. The primary challenge that the design and construction teams faced on this project, was coordinating with the Engineer of Record in the timing of Shop Drawing approval process, which was delaying the fabrication and delivery of the “Slab Rebar,” which included unusual diameter thickness of rebar and dowels. Brown and Root continued pleasantly communicated with the Engineer of Record with the owner’s approval, there by resolving any further delays in Shop Drawing approval process and timing, which provided relief in fabrication and delivery of rebar, in May 2022.

Description of B&R’s Role

This project was performed under the JOC contract that Brown & Root has with the City of Dallas’ BSD Department. Brown & Root provided a budget, then a formal proposal and schedule that worked within the time constraints. Once the job order was awarded, we contracted with many subcontractors that specializes in concrete slab supporting Fire Trucks needed. We coordinated with the Structural Engineer of record for successful Shop Drawing approval process. Once underway, we provided scheduling, quality control and kept the city and on-site personnel apprised of progress.

Contact

Ghassen Aswad
Project Manager
COD - BSD
3202 Canton Street Dallas, TX 75226
214-205-1682
ghassen.aswad@dallascityhall.com

Design Professional

Anil K Garg, Engineer
Terracon Consulting Engineers
8901 John Carpenter Fwy, Dallas TX 75247
682-365-3650
anil.garg@terracon.com

ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) **Proposer's Name:** Brown & Root Industrial Services, LLC
2) **Agency/Client Name:** University of Texas at Austin, TX
University of Texas at Austin, Student Services Building, First phase of three phase Project:
3) **Project Name:** Ground & First Floor Restroom Updates

4) **Project Number:** JO#54 5) **Project Value:** \$583,788

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** 0 %

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Chris Marks **Title** Project Manager

Name Telephone: 512.232.5829 **Email Address:** christopher.marks@austin.utexas.edu

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

Considerable hidden/unforeseen structural & plumbing damage was encountered throughout project. Size of restrooms limited the amount of personnel that could access the rooms for work. Due to COVID restrictions had to limit personnel to only 6 personnel at a time, including the Superintendent. Limited space on site for material storage caused extra issues for access and movement in the restrooms through the project.

CLIENT/PROJECT

University of Texas at Austin, Student Services Building,
First phase of three phase project: Ground & First Floor
Restroom Updates

Location

300 West Dean Keeton, Austin, Texas

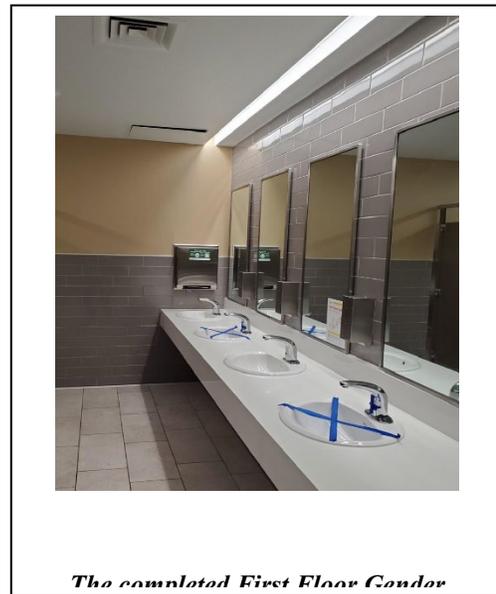
Date of Service

Start Date: 6/26/2020

Completion Date: 12/26/2020

Project Description

Goal: Built in 1991, Student Services Building provides Health and Pharmaceutical services to Students attending UT. The restrooms needed to be updated to current standards and requirements, taking older facilities and creating all new fixtures and service for Ground Floor Restrooms (Men & Women) and First Floor Restrooms to be converted to Gender Neutral Restrooms for students, faculty and employees. Full renovation of fixtures and finishes for the ground floor public restrooms and the complete re-design of the first-floor public men's and women's restrooms into gender inclusive restrooms.



Work included selective demolition, masonry partitions, doors and frames, door hardware, metal studs and gypsum wall board partitions, gypsum wall board ceilings, paint, tiling, toilet and bath accessories, toilet compartments, stone countertops, Fire Alarm, Plumbing, HVAC, Fire sprinkler system, and electrical.

Challenges. Considerable hidden/unforeseen structural & plumbing damage was encountered throughout project. Size of restrooms limited the amount of personnel that could access the rooms for work. Due to COVID restrictions had to limit personnel to only 6 personnel at a time, including the Superintendent. Limited space on site for material storage caused extra issues for access and movement in the restrooms throughout the project.

Description of B&R's Role.

As JOC contractor to The University of Texas, B&R participated through the requested RFP for budget analysis, scope of work, construction schedule, pricing, negotiation, and subcontractor acquisition. Historically Underutilized Businesses were given the work for plumbing, painting, HVAC and even signage, awarding them 32% of the contract. We provided construction management, safety oversight, quality control, coordination and management of multi-trade contractors, inspections and acceptance, with a final review by TDLR for ADA compliance.

Contact:

Name: Hiro Horikoshi, Project Manager
Project Management & Construction Services
1301 E. Dean Keeton Street, Austin, TX 78722
Cell: 314.954.9756
hiro.horikoshi@austin.utexas.edu

Design Professional (PSP):

Frances Brooks, AIA
Principal, Senior Project Manager
209 East Riverside Drive, Austin, TX
512.476.4040
Frances@pflugerarchitects.com



ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) Proposer's Name: Brown & Root Industrial Services, LLC

2) Agency/Client Name: Fulton County GA

3) Project Name: Fulton County - Facility Renovations Alpharetta City Jail

4) Project Number: 0406 5) Project Value: \$377,029.76

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** 0 %

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Freddie Robinson **Title** Project Manager

Telephone: 404.472.5656 Email Address: freddie.robinson@fultoncountyga.gov

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

The main challenge was to start the project on 6/28/22 and complete the project in less than 90 days. Through early planning and teaming with the client and subcontractors, we were able to develop a construction schedule to maximize efforts. Several unforeseen challenges were found including issues obtaining specified materials and colors after work started but were quickly resolved through the efforts of all involved.

CLIENT/PROJECT

Fulton County – Facility Renovations
Alpharetta City Jail

Location

Alpharetta City Jail
2565 Old Minton Parkway
Alpharetta, GA 30009

Date of Service

Start Date: 6/28/2022 (Pre-Construction Meeting)

Completion Date: 10/12/2022 (Final Inspection)

**Project Description**

Under the Fulton County Tash Order Contract, the project consisted of all new epoxy flooring and LVT flooring, all new casework and solid surface counters, plumbing upgrades including new lavatories, water closets, new PRV valve and new water cooler, acoustical ceiling replacements, window repairs, lighting upgrades and replacements, complete repaint throughout the facility. In addition, tasks included: cleaning out and installing ½ thick Plexiglass coverings over the exiting window screens in each of the cells.

Challenges The main challenge was to start the project on 6/28/22 and complete the project in less than 90 days. Through early planning and teaming with the client and subcontractors, we were able to develop a construction schedule to maximize efforts. Several unforeseen challenges were found including issues obtaining specified materials and colors after work started but were quickly resolved through the efforts of all involved. Curtis Jackson developed the SOW and plan of action while John Clark managed the on-site work activities. The project was delivered 2 weeks ahead of schedule.

Description of B&R's Role

On this job order, B&R was in charge of the entire turn –key project including developing the SOW, scheduling, development of bid packages for subcontractors, identifying and selecting subcontractors and providing line-item pricing for Fulton County. During execution, we coordinated all on-site work activities ensuring safe and timely completion of the job order. We were the point of contact with Fulton County for all assigned work. We provided contract management; quality control; warranty management; safety oversight; licensing; subcontractor selection management and payment; estimating and schedule development.

The project was performed under the Fulton County contract and the client was pleased with the cost and schedule. The client has since requested a plan to renovate additional facilities.

Contact

Freddie Robinson
Fulton County Project Manager
13977 Aviation Circle, Suite 210; Atlanta, GA 30336
404-472-5656
freddie.robinson@fultoncountyga.gov

In-House Design

Curtis Jackson
Brown and Root
1631 LaFrance St. NE, Atlanta, GA 30307
(404) 377-6440

ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) Proposer's Name: Brown & Root Industrial Services, LLC

2) Agency/Client Name: Houston Airport System

3) Project Name: Houston Airport System - T-C Concrete Beam Repair

4) Project Number: N/A 5) Project Value: \$412,416.00

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) Company Role: Prime Contractor Sub Contractor

8) Agency: Public Private Other: _____

9) Percentage of Self Performed Work with the Proposer's In-House Trades: 0 %

10) Project Type: (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Joe Alvarez Title _____

Telephone: 713.845.6798 Office Email Address: joe.alvarez@houstontx.gov

12) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

There were multiple challenges in completing this project the greatest of which was that the roadway above could not be closed during the repairs. To overcome this obstacle, we placed a large, engineered shoring system with steel I-beams to remove the load from our work area. Work occurring under the ramp was performed during normal hours with tasks that had to be performed from above occurring overnight. The site also had constricted access with only a 3' wide opening to the excavation and concrete pour areas. B&R worked with our subcontractors on the front end of the project to ensure all vendors understood the working conditions, planned their crews equipment accordingly and properly scheduled for the loss of productivity due to the constrained work conditions.

CLIENT/PROJECT

Houston Airport System – T-C Concrete Beam Repair

Location

Offices: 16930 John F Kennedy Blvd

Project: IAH T-C – 3600 N. Terminal Road

Date of Service

Start Date: 03/14/2022

Completion Date: 08/25/2022



Project Description

The Houston Airport System uncovered a large crack through a major concrete beam during demolition tasks on another project. The crack was located in a position in which the passenger drop-off roadway transitioned to an elevated section of the building. This caused major concern as the location affected the only route for passengers to get dropped off at Terminal C and could not be taken out of service. The project included emergency shoring installation, excavation, structural doweling and rebar installations. Form and pour of concrete walls, fab and install of steel columns and bracing followed by the repair to the concrete beam to protect the area from future damage.

Challenges. There were multiple challenges in completing this project the greatest of which was that the roadway above could not be closed during the repairs. To overcome this obstacle, we placed a large, engineered shoring system with steel I-beams to remove the load from our work area. Work occurring under the ramp was performed during normal hours with tasks that had to be performed from above occurring overnight. The site also had constricted access with only a 3' wide opening to the excavation and concrete pour areas. B&R worked with our subcontractors on the front end of the project to ensure all vendors understood the working conditions, planned their crews equipment accordingly and properly scheduled for the loss of productivity due to the constrained work conditions.

Description of B&R's Role

B&R is one of three prime JOC contractors for the City of Houston's Airport System, this project was performed as a task order within their JOC program. B&R completed all requirements of the task order including front end estimating and scheduling. Upon receipt of TO we completed procurement of materials, contracted with subcontractors to complete the trades associated within the project. During construction B&R provided scheduling, quality control along with safety planning and monitoring for the trades onsite.

Contact

Joe Alvarez
COH - HAS
16930 John F Kennedy Blvd
Houston, TX 77032
(713) 845-6798 office
Joe.Alvarez@houstontx.gov

Design Professional

John Tohill, AIA
MWA Architects
11767 Katy Freeway Ste 430
Houston, TX 77079
(713) 782-8188 office
Jtohill@molinawalker.com

ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) **Proposer's Name:** Brown & Root Industrial Services, LLC

2) **Agency/Client Name:** Anne Arundel County

3) **Project Name:** Anne Arundel County, MB, Whitmore Parking Garage

4) **Project Number:** N/A 5) **Project Value:** \$197,723.43

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** 0 %

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Michael Stroud, PE, LEED AP **Title** Anne Arundel County DPW

Telephone: 443.336.9525 Email Address: Pwstro88@aacounty.org

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

The first section of garage that had to be done was the entrance, which couldn't be closed.

CLIENT/PROJECT

Anne Arundel County, MB, Whitmore Parking
Garage

Location

25 West Street, Annapolis, MD

Date of Service

Start Date: 03/20/2020

Completion Date: 12/20/2020

Project Description

This project was to repair the concrete decking in the county parking garage

Challenges. The first section of garage that had to be done was the entrance, which couldn't be closed.

Description of B&R's Role

This project was performed under the JOC contract that Brown & Root has with the Anne Arundel County Department of Public Works. Brown & Root provided a proposal and schedule that worked within the time constraints and allowed the garage to remain open. Once the job order was awarded, we contracted with a subcontractor that specializes in the type of repairs needed and secured submittals to ensure that the proper materials were used. Once underway, we provided scheduling, quality control and kept the county and on-site personnel apprised of progress.

Contact

Michael Stroud PE, LEED AP
Anne Arundel County DPW
Pwstro88@aacounty.org
443-336-9525



ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) **Proposer's Name:** Brown & Root Industrial Services, LLC

2) **Agency/Client Name:** City of Dallas

3) **Project Name:** City of Dallas - Majestic Theatre Terracotta Repairs

4) **Project Number:** JO#140 5) **Project Value:** \$27,781

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** 0 %

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Carl Janek **Title** Senior Architect

Telephone: 214.671.5123 Email Address: carl.janek@dallas.gov

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

The building and sidewalk needed to remain open during construction. The theater is located in a busy part of downtown and closing the walkway was not an option. Events, including a wedding, were scheduled in the building during construction and could not be interrupted. We erected a temporary covered walkway on both sides of the awning in the front of the building so foot traffic could continue as we worked.

CLIENT/PROJECT

City of Dallas – Majestic Theatre Terracotta Repairs

Location

Offices: 3202 Canton Street Dallas, TX 75226

Project: 1925 Elm Street Dallas, TX 75201

Date of Service

Start Date: 08/23/2017

Completion Date: 09/22/2017

Project Description

The Majestic Theatre was built in 1920 and was the first building in Dallas to be listed on the National Register of Historic Places. The exterior façade was constructed of terracotta blocks, many of which were beginning to split and fall, posing a danger to those walking below. The purpose of this project was to identify and repair these broken and weakened blocks.

Challenges. The building and sidewalk needed to remain open during construction. The theater is located in a busy part of downtown and closing the walkway was not an option. Events, including a wedding, were scheduled in the building during construction and could not be interrupted. We erected a temporary covered walkway on both sides of the awning in front of the building so foot traffic could continue as we worked.

Description of B&R's Role This project was performed under the JOC contract that Brown & Root has with the City of Dallas' EBS Department. Brown & Root provided a cost estimate and construction schedule during the pre-construction phase. After the job order was awarded, we provided scheduling, quality control and safety monitoring.

Contact

Carl Janek, Senior Architect

COD – Department of Public Works

1500 Marilla Street, 2DN, Dallas, TX 75201

214.671.5123

carl.janek@dallascityhall.com



ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) **Proposer's Name:** Brown & Root Industrial Services, LLC

2) **Agency/Client Name:** University of Houston in conjunction with Los Alamos Lab & DOE
Tracer Lab - Weather Monitoring System installed at the City of La Porte's

3) **Project Name:** Airport.

4) **Project Number:** M001199 5) **Project Value:** \$353,577.00

6) **Achieved or Anticipated Final Acceptance after June 3, 2021** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** 0 %

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Hussain Alkinani **Title** Project Manager

Telephone: 713-743-9966 Email Address: halkinan@central.uh.edu

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

The weather station that was installed was time sensitive as it travels the globe to monitor CO2 for a period of 12 months and then moves to a new part of the world. It took careful and close working relationship with all the stake holders including UH, the DOE, Los Alamos Lab and the City of La Porte.

CLIENT/PROJECT

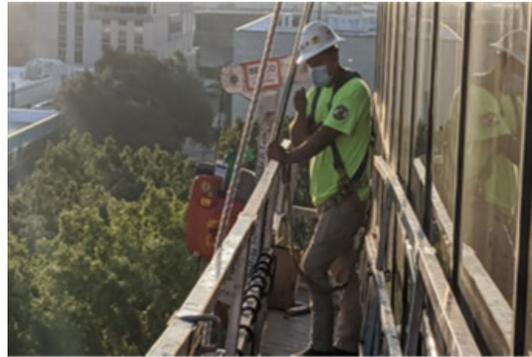
University of Houston Main Campus –
Philip Guthrie Hoffman Hall (PGH) –
Exterior Building Repairs.

Location

Main Campus: 3551 Cullen Boulevard, Houston, TX
77204

Project #: P790491

Contract #: W2025005



Date of Service

Start Date: 02/13/2020

Completion Date: 10/26/2020

Project Description

As a task order under the Choice JOC contract, this multi-trade project consisted of making repairs, renovations, upgrades and modifications to a circa 1970's 6-story educational structure on the main campus of the University of Houston. The structure contained office facilities for faculty members, meeting rooms for faculty and students, lab classrooms for students and a central break/coffee bar area. Project consisted of waterproofing along 2-sides of the sixth-floor exterior wall by cutting out old sealant that had failed and grinding out hair line cracks that had formed. New sealants were applied to the newly tooled joints. The project also consisted of replacement of failed insulated window systems in the same area of the sixth floor with new insulated panels that matched in color to the remainder of the buildings glass system. The entire window system within the sixth-floor work area was then wet glazed to ensure the area would remain free of water intrusion.

Challenges. Consideration had to be given to disturbance of faculty members who may be working in their respective offices, even though we were in a COVID affected work time. Careful coordination had to be arranged though out to ensure we did not hamper end users access to areas within the building. There were also special safety considerations to be given as the work that took place was overtop walkways below and had to all be performed from swing stages.

Description of B&R's Role

As the JOC Prime contractor, B&R participated throughout the lifecycle of this task order, including design and specification development, scope of work and construction schedule development, pricing, negotiating, and subcontractor's identification and selection. We provided construction management services during execution including safety oversight, quality control/assurance; coordination and management of multi trade subcontractors, permitting, licensing, testing, final inspection and acceptance and close out documentations.

Contact

Mauricio Vazquez, Project Manager
University of Houston, Facilities
4211 Elgin, Houston, TX 77204
(713) 743-9919
mcvazque@central.uh.edu

Design Professional

N/A

ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) Proposer's Name: Brown & Root Industrial Services, LLC

2) Agency/Client Name: Georgia Highlands College

3) Project Name: Georgia Highlands College - Bishop Observatory Fencing

4) Project Number: 0007 5) Project Value: \$107,261.80

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** _____ 0%

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name David Van Hook **Title** Director of Facilities

Telephone: 706.617.3330 Email Address: dvanhook@highlands.edu

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

Main challenge was to obtain necessary materials due to manufacturing delays due to COVID. Several unforeseen challenges were found including issues obtaining specified materials and colors after work started

but were resolved through the efforts of all involved.

CLIENT/PROJECT

Georgia Highlands College – Bishop Observatory Fencing

Location

Georgia Highlands College
3175 Cedartown Highway
Rome, GA 30161

Date of Service

Start Date: 12/20/2021 (Start Date)

Completion Date: 6/30/2022 (Final Inspection)

Project Description

Under the Sourcewell GA Task Order Contract, the project consisted of removing and replacing of approx. 550LF of chain link fencing with new ornamental fencing with stone columns and locking drive gates. Work included removal of a patch of trees and complete grading for the new installations.

Challenges The main challenge was to obtain the necessary materials due to manufacturing delays due to COVID. Several unforeseen challenges were found including issues obtaining specified materials and colors after work started but were resolved through the efforts of all involved. Gil McMinn developed the SOW and plan of action while John Clark managed the on-site work activities. The project was delivered on time and in budget.

Description of B&R's Role

On this job order, B&R was in charge of the entire turn –key project including developing the SOW, surveying, scheduling, development of bid packages for subcontractors, identifying and selecting subcontractors and providing line-item pricing. During execution, we coordinated all on-site work activities ensuring safe and timely completion of the job order. We were the point of contact with Georgia Highlands for all assigned work. We provided contract management; quality control; warranty management; safety oversight; licensing; subcontractor selection management and payment; estimating and schedule development.

The project was performed under the Sourcewell GA, statewide contract.

Contact

David Van Hook
Director of Facilities
3175 Cedartown Highway, Rome, Georgia 30161
706-617-3330
dvanhook@highlands.edu

In-House Design

Gil McMinn
Brown and Root
1631 LaFrance St. NE, Atlanta, GA 30307
(404) 377-6440



ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) Proposer's Name: Brown & Root Industrial Services, LLC

2) Agency/Client Name: Georgia Highlands College

3) Project Name: Georgia Highlands College - Library Patio

4) Project Number: R0020 5) Project Value: \$102,955.83

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** 0 %

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name David Van Hook **Title** Director of Facilities

Telephone: 706.617.3330 Email Address: dvanhook@highlands.edu

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

Main challenge was to obtain necessary materials due to manufacturing delays due to COVID. Several unforeseen challenges were found including obtaining specified materials and colors after work started

but the issues were resolved through the efforts of all involved.

CLIENT/PROJECT

Georgia Highlands College – Library Patio

Location

Georgia Highlands College
3175 Cedartown Highway
Rome, GA 30161

Date of Service

Start Date: 10/5/2021

Completion Date: 5/2/2022

Project Description

Provide design build construction of a new stone patio at the college library. Project required review and approval of design-build drawing and complete grading, installation of sand bedding and installation of new tile flooring with stone walls and columns, concrete seating and concrete wall caps plus installation of a gas fire pit. Project was completed on schedule.

Challenges. The main challenge was to obtain the necessary materials due to manufacturing delays due to COVID. Several unforeseen challenges were found including obtaining specified materials and colors after work started but the issues were resolved through the efforts of all involved. Gil McMinn developed the SOW and plan of action while John Clark managed the on-site work activities. The project was delivered on time and in budget.

Description of B&R's Role

On this job order, B&R was in charge of the entire turn –key project including developing the SOW, surveying, scheduling, development of bid packages for subcontractors, identifying and selecting subcontractors and providing line-item pricing. During execution, we coordinated all on-site work activities ensuring safe and timely completion of the job order. We were the point of contact with Georgia Highlands for all assigned work. We provided contract management; quality control; warranty management; safety oversight; licensing; subcontractor selection management and payment; estimating and schedule development.

The project was performed under the Sourcewell GA, statewide contract.

Contact

David Van Hook
Director of Facilities
3175 Cedartown Highway, Rome, Georgia 30161
706-617-3330
dvanhook@highlands.edu

In-House Design

Gil McMinn
Brown and Root
1631 LaFrance St. NE, Atlanta, GA 30307
(404) 377-6440



ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) **Proposer's Name:** Brown & Root Industrial Services, LLC

2) **Agency/Client Name:** City of Dallas

3) **Project Name:** City of Dallas - Fallen Hero's Memorial Monument

4) **Project Number:** JO#3 5) **Project Value:** \$7,125

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** 0 %

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Ghassen Aswad **Title** Project Manager

Telephone: 214.205.1682 Email Address: ghassen.aswad@dallascityhall.com

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

The primary challenge that the construction team faced on this project, were delays created by the timing of abnormal weather in the form of excessive rain in the immediate area, during the month of April. Once it was

dry for two to three days in a row, it would rain again creating a more than normal wet site conditions and further delay. The weather became favorable in May, and we constructed seven (7) weeks' worth of work of the Monument, in two (2) weeks and finished on May 17th, 2019.

CLIENT/PROJECT

City of Dallas – Fallen Hero’s Memorial Monument

Location

Offices: 3202 Canton Street Dallas, TX 75226

Project: 1400 South Lamar Street, Dallas, TX 75215

Date of Service

Start Date: 03/25/2019

Completion Date: 05/17/2019

Project Description

On July 7th, 2016, five (5) Dallas Police Officers, were killed in a deadliest attack on Law Enforcement since 911. Through generous donations from Donors, the project memorial monument was brought forth and approved unanimously by the Dallas City Council in June 2017. Beginning March 25, 2019, Brown and Root commenced the construction of the Concrete, Granite, Bronze Monument. The completion of the Monument was May 17, 2019, with an opening ceremony on July 8th, 2019.

Challenges. The primary challenge that the construction team faced on this project, were delays created by the timing of abnormal weather in the form of excessive rain in the immediate area, during the month of April. Once it was dry for two to three days in a row, it would rain again creating a more than normal wet site conditions and further delay. The weather became favorable in May, and we constructed seven (7) weeks’ worth of work of the Monument, in two (2) weeks, and finished on May 17th, 2019.

Description of B&R’s Role

This project was performed under the JOC contract that Brown & Root had with the City of Dallas BSD Department. Brown & Root provided a formal proposal and schedule that worked within the time constraints. Once the job order was awarded, we contracted with subcontractors that specializes in the type of construction for Memorial Monuments. We coordinated with the Dallas Artist, Bravo Walker, who created the Bronze Head Sculptures and Bronze City Scape. Once underway, we provided scheduling, quality control and kept the city and on-site personnel apprised of progress.

Contact

Ghassen Aswad
Project Manager
COD - BSD
3202 Canton Street Dallas, TX 75226
214-205-1682
ghassen.aswad@dallascityhall.com

Design Professional

Bravo Walker
Artist
1010 East Clarendon, Dallas TX 75201
214-505-9887



3. Qualification of Key Personnel:

Based on our understanding of the Dorchester County JOC requirements, we are offering a proven team of experienced, highly motivated management professionals and endowed them with the tools, methodology, and authority they need to ensure customer satisfaction. **We place key managers on-site, dedicate them 100 percent to the contract**, empower them to autonomously perform all project management, quality control, safety, technical, and administrative tasks in the field, and support them from corporate headquarters. Our proposed Program General Manager (PM), Curtis Jackson, has the authority – and the responsibility – to expand or contract staffing to maintain the flexible project structure necessary for workload ebb and flow.

Curtis Jackson will serve as Project Manager for the Dorchester County / S. Carolina JOC. He has:

- Over 36 years of experience in construction project management (all in Georgia, delivery order management, and IQCC/JOC experience, including 24 plus years of school-facility experience with Kennesaw State University, University of North Carolina at Charlotte, Atlanta Public Schools.
- Over 26 years with B&R with various positions, including regional manager project general manager, deputy project manager, delivery order manager, construction superintendent, quality control manager and safety manager.
- LEED AP credentials
- Strong background in building management, maintenance, and construction as well as QC and safety
- Experience ranges from management, construction, building repairs, maintenance, bid preparation, contract negotiations, quality control and safety management.
- Experience in personnel management, budget control and contract supervision
- Experience managing and coordinating the activities of project staff.
- Significant experience in coordinating multi-trade subcontractors
- Strong background in supervising and performing activities such as detailed structural engineering design proposal preparation, contract negotiations, subcontract administration, field engineering, planning and scheduling, cost control and construction supervision, as well as estimating, business development, and project management for client projects

Hiroshi Nakamura will serve as Project Manager for this contract. He has over 31 years of general construction experience, including Level 1A Soil and Water Conservation Design teams, ensuring code compliance for pre-construction, coordinating with state and county agencies and contractors, subcontractors and material suppliers Mr. Nakamura will manage and coordinate all on-site activities and provides guidance and supervision of suppliers and subcontractors activities. He is responsible for enforcing QC/Safety policies and procedures and ensuring the projects are completed on schedule and within budget.

His Position Function/Responsibilities include:

- Manage and coordinate all on site activities
- Review material submittals for compliance with contract requirements
- Inspect material and equipment to ensure compliance with specifications
- Utilize the Daily Production Report to document ongoing site activities, interaction with subcontractors and APS personnel, and potential safety or QC issues

- Oversee work at various sites by working with the PGM on construction schedules and monitoring on-site progress.

Anthony Jordan will be our initial Superintendent. The Superintendent is the project representative on the job site. He is responsible for remaining on the site while work is being performed and for the execution of all field work. He oversees each assigned project daily to supervise the progress of the work and attends all startup and critical activities along with the PM.

- 29 years of Construction and Project Management experience
- 24 years of construction experience in Georgia
- 119 years of IQCC/JOC experience
- Seven years with Brown & Root

A. Key Personnel:

Attachments B and C and requested resumes follow on the next page.

ATTACHMENT B
KEY PERSONNEL
PROJECT MANAGER

1) Vendor's Name: Brown & Root Industrial Services, LLC

2) Project Manager's Name: Hiroshi Nakamura

3) # of Years with the Firm: 2 Years

4) # of Years Experience with General Contracting: 31 Years

5) Experience: (Check ALL boxes that apply)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

6) ATTACH RESUME Yes

7) Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name Bill Robinson Title Atlanta Public Schools Project Manger

Telephone: Cell: 404.435.5741 Email Address: brobinson@atlanta.k12.ga.us

8) Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name John Jewett Title Operations Manager
Dekalb County School District

Telephone: Cell: 404.345.3840 Email Address: john-jewett@dekalbschoolsga.org
Office: 678.676.1591

HIROSHI NAKAMURA, MSCM**PROJECT MANAGER****SUMMARY OF QUALIFICATIONS**

- Over 31 years of experience in General Construction including ??? years of JOC experience
- Background encompasses construction, operations, program and construction management for task order projects including airport facilities, colleges, three story office buildings, military buildings, rail served industrial business parks
- Experienced coordinating with Class “A” General Contractors and Level 1A Soil and Water Conservation Design teams, ensuring code compliance for pre-construction, coordinating with state and county agencies and contractors, subcontractors and material suppliers
- Experience includes administration of contract agreements, oversight of project schedules, inspections of infrastructure and buildings for quality control, and project cost management

EDUCATION & TRAINING

- University of Washington Master of Science in Construction Management 1998
- University of Washington Bachelor of Science in Civil Engineering 1990
- Certified in Safety & Construction by OSHA (30-Hours), State of Georgia, 2007
- Certified in Level 1A. Georgia Soil and Water Conservation Commission, 2006
- Licensed as Class “A” General Contractor, State of Virginia, 2005
- Certified in Construction Quality Management, U.S. Army Corps of Engineers, 2001

RELEVANT EXPERIENCE**Brown & Root Industrial Services, LLC.*****Project Manager******2021 - Present***

Mr. Nakamura currently serves as Project Manager and his responsibilities include all-inclusive project management from site acquisition through project close out. He manages all design team consultants, owner’s consultants and construction managers, project budgeting, quality control through site inspections, project schedule oversight, and project safety.

Gorman Construction, Inc. – Sitework & Utilities Contractor***Director of Operations******2017 -2021***

Mr. Nakamura served as Director of Operations overseeing projects from Notice To Proceed (NTP) to final completion, as well as projects about to bid. Mr. Nakamura’s responsibilities included InSite (earthwork software) to calculate cut and fill volume, and estimating for a balance site completion of job, used Onscreen Takeoff (OST) to do digital takeoff, plus Quick Bid (QB) to capture all of the estimates into final bid. He attended all pre-construction meetings with the Clients and was responsible for the erosion control, site clearing, demolition, grading, plus the installation of storm, sewer and water lines.

AMIS Steel International – Global Managers & Fabricators***Director of Operations******2016 - 2017***

As a Director of Operations, Mr. Nakamura responsibilities included overseeing the day-to-day activities of their operations. He managed a staff of eight estimators, six project managers, and forty iron works in their fabrication shop (Tecate, Mexico) so that all projects that were bid insured profitability and held every one accountable to meet project goals.



Hirschfeld Industries – Steel Fabricator
Atlanta Braves Stadium Project – SunTrust Park
Site Manager

2015 – 2016

Mr. Nakamura served as Site Manager for the Atlanta Braves Stadium project (SunTrust Park) in Cobb County, GA. Mr. Nakamura's responsibilities included managing the logistics of bringing all the steel from their three fabrication plants in Texas to the jobsite, and for sub-tier steel erectors to install and stay on accelerated schedule requested by the owners. He managed all deliveries, RFIs, change orders, pay applications, attended weekly meetings, and vendor coordination. He communicated with Tekla in to conversing with the A/E and problem solving with their detailers on every issue with connection, or clash with other structures pieces.

ThyssenKrupp/Polysius – Cement Equipment Supplies & Engineering Services
Cement Plan on Maryneal, TX for Buzzi Unicem USA
Project Manager of Construction

2014-2015

As Project Manager of Construction, Mr. Nakamura assisted in building the \$300-million-dollar cement plant in Maryneal, TX for Buzzi Unicem USA. He was responsible for review and approving all engineering and checked shop drawings before going into fabrication. He managed all RFIs; and technical requests or questions in regard to structural steel connections. In addition, he managed all purchasing, solicited and evaluated bids and updates to all project schedules.

Dekalb Steel/Cowart Iron, Inc. – Steel Fabricator & Erector
Project Manager

2008 – 2014

Mr. Nakamura served as Project Manager for a variety of structural steel construction projects (mostly in the Metro Atlanta areas) such as: Dormitory (at Emory Freshman Hall); Commercial Building (Piedmont Driving Club); and Medical Office Building (at Georgia University in Athens). His responsibilities included overseeing in-house detailers for shop drawings for three individual shops for fabricating and generated field-use erection drawings for erectors/ironworkers. He also managed and approved moment connections and other design parameters for the projects being built and on time. He processed knowledge of change orders, submitting monthly payment requests, critical paths analysis, and participated in client's weekly meetings to identify any project shortfalls.

Aretic Engineers and Constructors, LLC – Sitework & Utilities Contractor
General Contracting Company

Project Manager**2006– 2008**

Mr. Nakamura served as Project Manager in The Gates at Johns Creek (Site Development) Johns Creek, Georgia. His responsibilities were to manage the clearing of approximately 100 acres of undisturbed land into a residential sub-division with 480 new homes. His responsibilities included the installation of storm drainage, sanitary sewer, water, curb and gutter, and road paving for McCar Homes.

Halliburton/Kellogg, Brown & Root (KBR) – General Contractor/CM
St. Brides Correctional Center (Medium Security Prison) Chesapeake, Virginia &
Whiteman Air Force Base, Missouri

Project Manager**2000 – 2006**

As Project Manager for this multiphase prison project constructed as replacement facility that was worth over \$100 million. Phase I included a Housing Unit for 364 inmates, six new buildings that included the Entry, Administration, Program Support, DCE, Sally Port, Warehouse and Perimeter

Security Fence and a new Water Treatment Plant, Water Storage Tank, Trash Compactor and Sludge Press outside the secure perimeter. Phase II consisted of demolition of the old St. Brides Correctional Center, construction of two additional Housing Units, A multi-Purpose Building and the expansion of the exiting Wastewater Treatment Plant. As Project Manager his responsibilities included all subcontract work, RFIs, reviewing and approving submittals, preparing materials for all inhouse and client meetings, updating weekly construction schedule and reviews subcontractor's monthly payment request.

Mr. Nakamura oversaw construction of the Whiteman Air Force Base, (Design-Build) in Missouri, he used proprietary software (Varco Prunden – VP Buildings) to design a 11,500 s.f. Munitions Assembly (structural steel metal building) with a five-ton overhead crane; a 10,000 s.f. office building (one story) with SSR roofing and Panel Rib for walls cover; and an opened bay storage canopy 3,800 s.f. In utilizing this software, it generated all of the cut sheets required for fabrication and estimated cost for the structures of steel erection. In compilation the entire project was completed in 700 calendar days.

American Home Builders, Inc. – Multi-Family Developer
Commercial Real Estate Developer
Construction Project Manager

1997 – 2000

Mr. Nakamura served as Construction Project Manager and assisted in Woodmark Apartments (Multi-Family Development Project) Woodland, California. This was a \$8.4 million dollars project that consisted of 173 units, two and three-story apartments, stucco finished with concrete roof tiles and was completed in 11 months. His responsibilities were managing employees and costs and applied technical knowledge of building components and good business judgement in the success of this project.

FY-9 (Family Housing Project) Eielson Air Force Base, Alaska. This \$5.6 million-dollar project was constructed for the Department of the Air Force at Eielson Air Force Base, Alaska. The project consisted of demolition of five 1950 vintage eight-plex units down to the existing foundation walls and reconstruction of five six-plex military family housing units with finished basements. The 30 new units are composed of four different building types arranged in six-plex townhouses.

Bristol Bay Housing (Low-Income Family Housing Project) Ivanof Bay on the Alaska Peninsula. This \$5.9 million-dollar HUD-financed housing project consisted of 39 houses built for the Bristol Bay Housing Authority. The houses were fabricated into modules at a plant in Anacortes, Washington, and transported by barge to the villages of Ivanof Bay and Perrysville on the Alaska Peninsula, and Elkwok, which is located seventy miles up the Nushagak River from Dillingham. This is the first time that we use3d an ocean-going barge to take the houses that we built up the river.

Murray & Tobiason., Inc. – Civil Engineering Firm
Project Engineer

1995 – 1997

W & H Pacific, Inc. – Engineering Consultants Firm
Civil Engineer

1990 – 1995

ATTACHMENT C**KEY PERSONNEL****GENERAL FIELD SUPERINTENDENT**1) Vendor's Name: Brown & Root Industrial Services, LLC2) Superintendent's Name: Anthony Jordan3) # of Years with the Firm: 7 Years4) # of Years Experience with General Contracting: 17 Years5) Experience: (Check **ALL** boxes that apply)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

6) **ATTACH RESUME** Yes7) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)Reference's contact: Name Darrell Stallings Title Project ExecutiveTelephone: 678-409-6523 Email Address: dstallings@buildsmartenterprises.com8) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)Reference's contact: Name James Wille Title Project ExecutiveTelephone: 954-732-2300 Email Address: james.wille@aecom.com

ANTHONY JORDAN – QC/SAFETY/SUPERINTENDENT**SUMMARY OF QUALIFICATIONS**

- 17 years of Construction and Project Management experience
- 17 years of construction experience in Georgia
- Seven years of IQCC/JOC experience
- Seven years with Brown & Root

EDUCATION & TRAINING

- Georgia Soil and Water Conservation Level 1A Certified
- OSHA 10/30 Hour in Construction and Health
- First Aid Certified
- Various B&R University Construction and Safety courses
- Setting Up A Project for Success Certification for Site Work (Div. 2), Concrete (Div. 3), Structural Steel (Div. 5), ABC Inc.
- Quality, Productivity, and Improving Your Bottom Line, ABC, Inc.
- Construction Technology Training “Waterproofing” Seminar, ABC, Inc.
- Qualified Carpentry Framing Certificate, Midlands Technical College

RELEVANT EXPERIENCE**Brown & Root****2015 – Present*****Superintendent/Delivery Order Manager*****2015 - Present**

Responsible for developing, estimating and managing multiple Job Order Task orders in K-12 education and healthcare. Manage, coordinate and supervise multiple projects simultaneously from conception to closeout. Estimate and prepare bids. Supervise all on site construction, ensuring that the projects are constructed in accordance with design, budget and schedule. Interpret drawings, providing technical assistance and recommend construction methods and equipment as needed. Develop, monitor and sustain project schedules. Coordinate all subcontractor on site work activities and provided guidance and assistance as necessary. Keep detailed daily project records and documentation. Identify and document all change orders. Conduct job walks, inspection reports, and provide reports on status of project. Create and maintain schedule of projects, resolve coordination issues, and supply cost estimates for proposed work.

New Gen Construction**2014 - 2015*****Superintendent***

Responsible for managing, coordinating and supervising remodel and expansions of K-12 and higher education. Manage, coordinate and supervise multiple projects simultaneously from conception to closeout ranging in size from \$2M up to \$50M. Supervise overall construction, ensuring that the projects are constructed in accordance with design, budget and schedule. Interpret drawings, providing technical assistance and recommend construction methods and equipment as needed. Develop, monitor and sustain project schedules. Establish and maintain relationships with the Owner, Architects, design professionals and local building officials. Keep detailed daily project records and documentation. Identify and document all change orders. Conduct job walks, inspection reports, and provide reports on status of project. Create and maintain schedule of projects, resolve coordination issues, and supply cost estimates for proposed work. Also, responsible for



management of Tier Masonry and Concrete subcontractors at assigned projects, as well as coordinate with the General Contractor.

H. J. Russell & Company

Superintendent

2002 - 2014

Managed and supervised numerous construction projects, ranging in size from \$1M – 18M projects from 2002 – 2007. Supervised and managed projects from \$250M - \$2.5B from 2008 – 2014. Supervised other superintendents, carpenters, and laborers. Assisted in training Project Engineers and Assistant Project Managers. Assisted with line-item estimates and bid packages. Responsible for supervising all construction activities and coordination with all trades. Communicate with the General Superintendent concerning any problems/delays and give resolutions/fixes to keep the project on schedule and within budget. Monitor/Update/Achieve intermediate schedule milestones, ensuring all work installed per the contract documents. Handled coordination between Owner, Architects, Engineers, Contractors, equipment vendors and local Civic Organizations. Conducted job walks, inspection reports, and provided reports on status of project. Created and maintained schedule of projects, resolved coordination issues, and supplied cost estimates for proposed work. Secured all necessary permits and variances for new construction and remodels to ensure ongoing compliance with all state and local building and zoning laws and codes. Attended pre-bid meetings for potential new projects. Developed scopes of work and reviewed Project Manager/Superintendents' scope of work to ensure there were no scope gaps. Ensure company and OSHA safety standards are met, as well as the highest standards of quality.

PRS Construction, LLC

Assistant Superintendent

1997 - 2002

Oversaw 10 punch-out and labor employees and scheduled/supervised/coordinated all work and subcontractors on a daily basis. Managed and supervised the carpenters during wood framing of residential construction projects. Communicated with the General Superintendent/Superintendent on any problems/delays and gave resolutions/fixes to keep the project on schedule and within budget. Ensured all work completed per the contract documents and supervised all warranty work. Handled coordination between Owner, Architects, Engineers, Contractors, equipment vendors. Conducted job walks, inspection reports, and provided reports on status of project. Created and maintained schedule of projects, resolved coordination issues, and supplied cost estimates for proposed work. Attended pre-bid meetings for potential new projects.

Boozer Lumber Company

Lead Man/Saw Operator/Forklift Operator

1993 - 1997

Shakespeare Monofilament Plant

Lead Man/Machine Operator/Forklift Operator

1990 - 1993

4. Overview of Services and Management Plan:

Successful start-up of a project is the key to overall project success. For B&R this should be a quick and fast start-up period. In fact, we will be ready to support the Dorchester County/S. Carolina JOC program immediately after award. B&R implements standard operating procedures (SOPs) based on customer standards and specifications; establishes general accounting practices and payroll; confirms billing frequencies; and prepares timekeeping fact sheets. We have already modified our SOPs to better fit the Owner’s requirements and procedures. We already have master agreements (MAs) and blanket purchasing agreements (BPAs) with pre-qualified subcontractors and suppliers. We coordinate with the Owner to identify material lay down yards at potential project sites and implement a comprehensive records management plan. We welcome the local Owner’s suggestions of subcontractors and suppliers with whom the Owner is well-satisfied to further strengthen our already strong subcontract base.

Projects will benefit from our proven ability to identify, mentor and work with a strong subcontractor base. Our systems and procedures for managing job orders include proposal planning and preparation activities during the project’s start-up phase and project management activities during the project’s execution and close-out phases. You will recognize the process in **Exhibit 4-1** as the various Dorchester and B&R activities across this lifecycle from our on-going work for you.

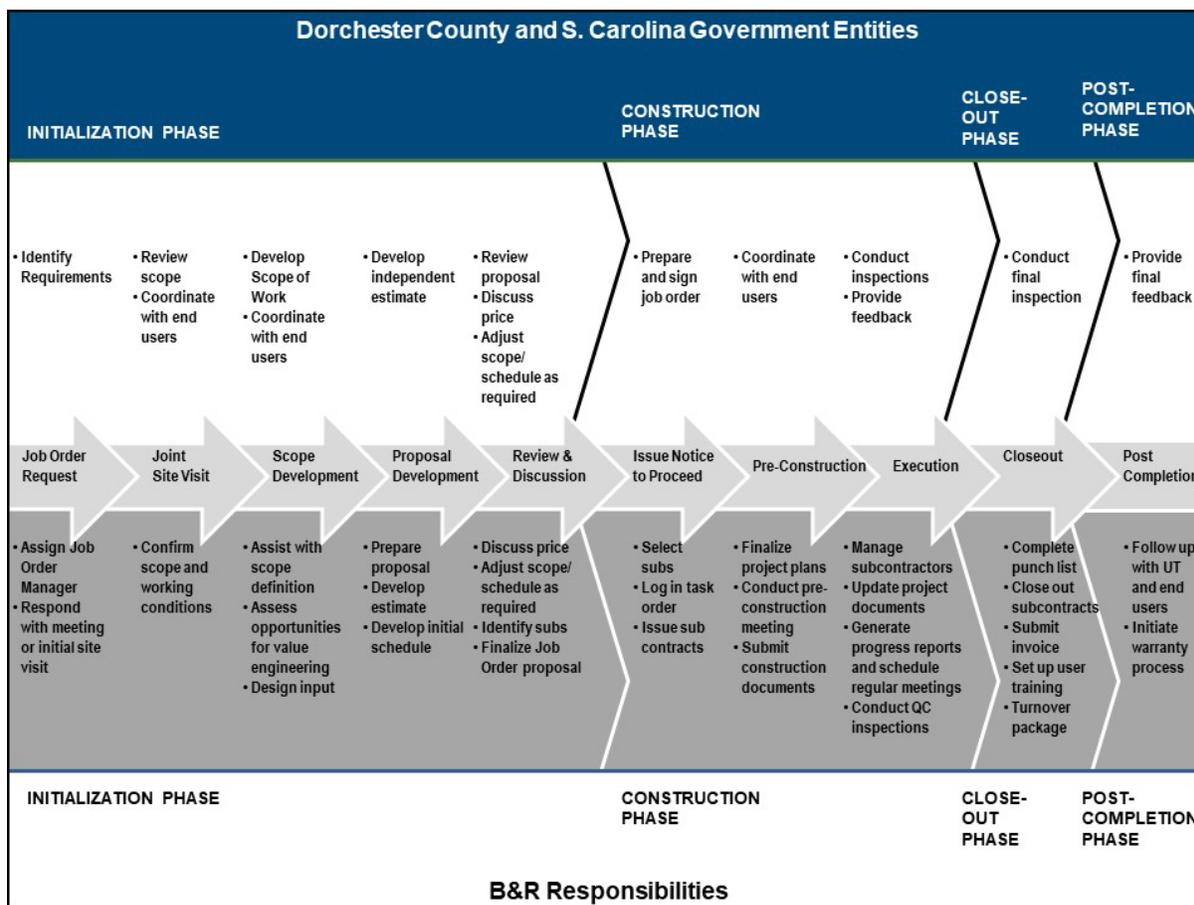


Exhibit 4-1. B&R’s management plan is the result of our continuous improvement over more than 35 years of JOC experience



Initialization Phase

For work to turn out right, it has to start right. That's why the best practices developed by B&R and customized for Dorchester County/S. Carolina in the Initialization Phase have proven themselves so vital to project success. Correctly and thoroughly agreeing on the Scope of Work is critical to eliminating costly change orders. B&R will work with the Owner to make sure that what you envision and budget for is what you get.

Work Order Request. The Dorchester County/S. Carolina end user identifies a need that can be performed through the JOC program. They define their general requirements and goals.

Scope Development. Our response to new project requests includes the following:

- A meeting or initial site visit, scheduled within two business days after receipt of a written request.
- Identification, discussion, and development of the scope of work, including constraints, assumptions, and existing conditions.
- Review of our pre-proposal checklist.
- Development of estimates, construction details, and project documentation.
- Presentation of a proposal based on the jointly prepared scope of work, clarifying drawings (as required), specifications, and Local Owner standards.

Issue RFP. Upon identification of a work order need, B&R meets with the Owner's representatives and end user to walk through and review the ultimate intent and goal of new work order request documents. During the walk-through meeting, items such as scope, intent, schedule, start date, completion date, work hours, safety, accessibility, vehicle parking, staging areas, contact information, and any permit requirements are discussed. After reviewing the work order intent, we develop a scope of work for the Owner. The scope of work is submitted to the Owner representative and end user for review for accuracy and completeness.

Joint Site Visit. Upon receipt of the RFP, B&R meets with the Owner end user to confirm and validate the scope of work and access working conditions and identify obstacles and potential hazards.

Proposal Development. The PGM assigns the RFP to the appropriate Project Manager. The Project Manager then develops a concise proposal take-off using the set estimate program. A proposal letter is then drafted and attached with a print-out of the line-item estimate. The estimate is sent to the Owner's JOC Administrator.

Review and Negotiation. If required by the Owner, a negotiation meeting is held between B&R and Owner to review the proposal and scope of work and make necessary adjustments. The original document is sent to the Owner's JOC administrator.

Construction Phase.

Issue Job Order. Once a job order has been issued off of the scope of work and detailed line-item proposal, B&R begins the process of procurement. A scope of work document for B&R's vendors is generated based upon the proper subcontractors and the type of work to take place. The Project Manager meets the prospective subcontractors and conducts a site visit so there is a clear understanding of the work to take place.

Competitive bidding is the core element of the B&R procurement process, but we procure on a “best value” basis for flexibility and benefit to the Dorchester County/S. Carolina Owners. B&R maintains a list of qualified subcontractors and suppliers that have been pre-qualified for financial stability and performance quality. We maximize our sourcing from local firms and ensure that an adequate number of M/SBEs appear on this list. We ensure that at least one of these bids is from a qualified M/WBE firm.

Final Planning. The Project Manager reviews the project with the Superintendent that is assigned to the project, the QC Manager and the PGM. A schedule is then developed using Microsoft Project Management. The schedule is submitted to the Owner’s representative and all subcontractors on site. The schedule is updated as needed and forwarded to all parties as required. The Superintendent, with the Project Manager’s assistance, gathers all submittals for the Owner’s review.

Once all submittals have been approved, B&R conducts an on-site pre-construction meeting with all pertinent Dorchester County/S. Carolina personnel. During the pre-construction meeting, items such as scope, intent, schedule, start date, completion date, work hours, safety, accessibility, vehicle parking, staging areas, contact information, and any permit requirements are discussed. Once an agreement is reached as to the start date, B&R issues a work activity notification (WAN) to the proper individual at each facility.

Execution. Once construction begins, B&R posts all information regarding contact information, safety notification, permits, and schedule on the site. The Superintendent makes daily site visits to the job. He reviews the project to ensure safe practices are being followed, that the work is being done correctly, and that proper materials are being used. He is responsible for the coordination and scheduling of all material deliveries and contractor performance. The Project Manager will make periodic site visits to ensure all work is in conformance with the scope and intent.

B&R has established a management structure that can handle several large work orders at multiple sites simultaneously. Through empowered project staff, B&R is able to simultaneously manage multiple JOC projects at a number of work sites.

Close-Out Phase.

Close-Out. When all work is complete, the superintendent will conduct a rough punch inspection to ensure any cosmetic or mechanical items requiring attention are addressed. Once he is satisfied with the project completeness and quality, a walk-through inspection is conducted with the Owner. Any issues found during the walk-through are listed as a punch item on the walk-through sheet and acknowledged on the project sign-off sheet. Once the Owner’s representative is completely satisfied with the project and no punch items remain, the project sign-off sheet is signed off as accepted. This document is sent to the Owner’s JOC Administrator as evidence that the project is complete and that all funds can be released.

If training is required for new equipment operation and maintenance, the Superintendent will coordinate it with the proper physical plant maintenance (PPM) departments.

Post-Completion Phase.

Feedback. We regularly use customer feedback to evaluate our ability to deliver quality services in all required functional areas. One method of obtaining such feedback is having

quality control personnel conduct face-to-face interviews with the Owner's personnel who work directly with B&R. Such interviews are documented using a B&R standard quality customer interview form. Interviews mutually benefit both the Owner and B&R and complete copies of all interview forms and any reports received by B&R are provided to the Owner in a timely manner. Evaluating completed work is another way we measure customer satisfaction. In any case, we review all information providing customer feedback and use it to improve levels of customer satisfaction.

Project Closeout

Turnover Packages. Upon completion of the final inspection and the correction of all punch list items, B&R turns over to the Owner all operations and maintenance (O&M) manuals, catalog data, warranty information, as-built drawings, and all other information called for in the job order's statement of work. The installation subcontractor and/or the manufacturer may also provide operations training, which can be videotaped and presented to new employees, as required.

Response to and Completion of Warranty Calls and Punchlist Items. The B&R Project Managers (PMs) and QC/Safety Manager monitor the services our subcontractors perform on each work order to ensure that they are conducted in accordance with sound engineering practices and with the professional standards in existence at the time and place that the services are performed. For a period of one year following acceptance of these services, B&R accepts responsibility for remedying deficient work at our expense in case of any warranty repairs.

B&R assigns to the Owner the warranty and guarantee of any manufacturer or supplier of items of machinery, equipment, materials, or products provided by B&R, and cooperates with and assists the Owner in enforcing these warranties and guarantees.

The QC/Safety Manager is our designated warranty manager on this contract. During project startup, the PMs include the following milestones in the project accomplishment schedule to support this warranty period:

- Warranty planning meeting within five days of job order acceptance.
- Telephone survey 30 days after scheduled job order acceptance.
- Job walk and inspection nine months after scheduled job order acceptance.

As part of the turnover package for each Dorchester County/S. Carolina job order, B&R includes a warranty visit notice. This triplicate form reminds the user, our Project Manager (PM), and warranty manager of planned warranty visits. The PM makes it clear to each installing subcontractor and supplier that their retention on our pre-qualified bidders lists is dependent upon their responsiveness to warranty requirements. B&R holds these installing subcontractors and suppliers primarily responsible for responding to warranty calls and correcting punch list items. If they cannot respond to and correct a warranty or punch list item within specified time frames, we task a local subcontractor to correct the issue or fix it using in-house personnel and bill the expense back to the responsible firm.

During each planned warranty inspection, the warranty manager visits the worksite to ensure that all warranted items and equipment are meeting expectations for intended usage and are operating properly. The warranty manager determines if any remedial training is required and

assesses overall project and equipment satisfaction. If everything is functioning properly, the owner is asked to initial the visit notice, which we then retain in the work authorization file. If issues are identified, the warranty manager does the following:

- Conducts a full interview and inspection.
- Develops a warranty report.
- Validates the issue.
- Notifies appropriate Owner representatives.
- Develops an action plan.
- Notifies the installing subcontractor or supplier.
- Discusses the inspection findings with all concerned parties to determine if the issue should be considered warranty work or a new requirement.

Close-out Documentation. When combined, the practices described enable B&R to meet and frequently exceed customer project performance schedules. This enables us to complete and close out work orders on time. **Exhibit 4-2** illustrates project close-out activities and schedules according to work order size.

CLOSE-OUT ACTIVITY	DORCHESTER COUNTY/S. CAROLINA WORK ORDER SIZE			
	UNDER \$10K	\$10K - \$25K	\$25K - \$100K	OVER \$100K
Inspections ¹	1 day	1-4 days	2-7 days	To be negotiated with the Owner on a project-by-project basis
Turnover Package ²	1-2 days	2-5 days	3-6 days	
Totals ³	2-3 days	3-9 days	5-13 days	
1	Completion of pre-final inspection punch list by subcontractors and final inspection by B&R with Owner's personnel. (Note: B&R requires high-quality services and materials from subcontractors and analyzes each element in the work process and systems to ensure that the Owner receives a high level of quality. Reaching optimum quality work requires that personnel work closely with subcontractors and aid them in meeting B&R standards.)			
2	The turnover package includes: warranties, operation and maintenance manuals, certified payrolls (if appropriate), and as-built drawings as needed.			
3	The total does not include B&R training of the Owner's staff and customers on operations and maintenance of systems. If desired, B&R conducts such training at the Owner's request and convenience.			

Exhibit 4-2. Project Close-Out Activities and Schedule.

B. A statement detailing the firm's ability to provide sufficient staffing capacity to procure individual projects through the issuance of the Job Order and to manage construction through project close-out

With over 8,400 domestic-based employees and over 250 JOC experienced and trained personnel, B&R is confident of its ability and capacity to successfully manage and execute the JOC program for the Dorchester County / S. Carolina JOC program. Our size and reputation give us the access to the best and brightest JOC professionals. We have already identified a number of pre-qualified subcontractors in the area covering all construction



trades. We currently have staff with construction and JOC professionals ready to support this program with **no lag time or learning curve**.

A valuable and unique B&R resource we make available to our Dorchester County / S. Carolina JOC team is access to B&R's temporary employment agency. Through this agency, our team will have direct and expedited access to well-trained and experienced construction personnel in the area ready to augment the team during any work surge. Another benefit B&R provides is our having multiple JOC projects across the nation from which we can draw to support a surge of work for S. Carolina Owners. These two allow us to expand and contract the field resources to efficiently and effectively match your needs.

And as the need arises and more consistent staffing is needed, our first choice is hire locally from the pool of qualified applicants.

C. A statement detailing the firm's process for quick resolution of any procurement or construction related issues negatively impacting the performance of the Work.

Because they contribute directly to project success, we need our subcontractors to succeed in order to have a successful project. We try to help small firms improve their overall business capabilities and long-term stability so they can compete successfully for more government and commercial business. We know there may be times when a subcontractor cannot perform to our standards. **If any subcontractor fails to meet established standards or requirements, we correct the situation through an escalating series of discussions, requirement reviews, and on-the-job instruction.** We make every effort to correct potential problems and help the subcontractor meet project obligations. Only when all else has failed do we consider removing a subcontractor from the job. Due to our proactive subcontracting policies and procedures, the removal of a subcontractor is rarely necessary.

As a contingency for unsatisfactory work, we are ready to remove any non-producing subcontractor from the job quickly and finish the job using another subcontractor from our list of pre-qualified firms (our preferred approach).

- 5. Cost Proposal:** Complete the Cost Proposal Form(s) for each opportunity you wish to propose (**Attachments D through Attachment T**) and calculate the Award Criteria Figure. Refer to Section B, Article 6 for a detailed explanation of the Adjustment Factors. Cost Proposal Form(s) follow on the next page.

ATTACHMENT D

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHIC REGION: Group A / DORCHESTER COUNTY

If not bidding on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

1	.	2	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With Administrative Fees:

1	.	3	4	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

1	.	3	3	0	0
---	---	---	---	---	---

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

1	.	3	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

1	.		2	5	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment E)
(See Attachment E for calculation procedure)

1	.		3	1	4	0
---	---	--	---	---	---	---

(Specify to four decimal places)

Notes to Proposer:

- a. **Group A Dorchester County Administrative Fee: Proposers must include an Administrative Fee in calculating the Group A Dorchester County Adjustment Factors. The administrative fee will be calculated at the rate 6.00% of the total Purchase Order Price.**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT E
DORCHESTER COUNTY ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHICAL REGION: Group A / DORCHESTER COUNTY

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Non Secured Areas Normal Working Hours Adjustment Factor (1.A)	<u>1.2800</u>
Line 2.	Multiply Line 1 by .40	<u>0.512</u>
Line 3.	Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A)	<u>1.3400</u>
Line 4.	Multiply Line 3 by .30	<u>0.402</u>
Line 5.	Secured Areas Normal Working Hours Adjustment Factor (3.A)	<u>1.3300</u>
Line 6.	Multiply Line 5 by .15	<u>0.1995</u>
Line 7.	Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A)	<u>1.3800</u>
Line 8.	Multiply Line 7 by .10	<u>0.138</u>
Line 9.	Non Pre-priced Tasks Adjustment Factor(5.A)	<u>1.2500</u>
Line 10.	Multiply Line 5 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.3140</u>

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment D.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward)

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment E above.

(The rest of this page is intentionally left blank)

ATTACHMENT F

REGION ONE ADJUSTMENT FACTORS

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHIC REGION: GROUP B / REGION ONE

If not bidding on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

1	.		3	0	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

1	.		3	6	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

1	.		3	5	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A. Adjustment Factor With Administrative Fees:

1	.		4	1	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

1	.	2	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment G)

(See Attachment G for calculation procedure)

1	.	3	3	4	0
---	---	---	---	---	---

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

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ATTACHMENT G

REGION ONE ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHICAL REGION: Group B / Region One

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Non Secured Areas Normal Working Hours Adjustment Factor (1.A)	<u>1.3000</u>
Line 2.	Multiply Line 1 by .40	<u>0.52</u>
Line 3.	Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A)	<u>1.3600</u>
Line 4.	Multiply Line 3 by .30	<u>0.408</u>
Line 5.	Secured Areas Normal Working Hours Adjustment Factor (3.A)	<u>1.3500</u>
Line 6.	Multiply Line 5 by .15	<u>0.2025</u>
Line 7.	Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A)	<u>1.4100</u>
Line 8.	Multiply Line 7 by .10	<u>0.141</u>
Line 9.	Non Pre-priced Tasks Adjustment Factor(5.A)	<u>1.2500</u>
Line 10.	Multiply Line 5 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.3340</u>

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment F.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment G above.

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ATTACHMENT H
REGION 2 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHIC REGION: Group B / Region Two

If not bidding on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

1	.	3	0	0	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

1	.	3	6	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

1	.	3	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

1	.	4	1	0	0
---	---	---	---	---	---

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

1	.		2	5	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment I)

(See Attachment I for calculation procedure)

1	.		3	3	4	0
---	---	--	---	---	---	---

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

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ATTACHMENT I

REGION 2 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHICAL REGION: Group B / Region Two

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Non Secured Areas Normal Working Hours Adjustment Factor (1.A)	<u>1.3000</u>
Line 2.	Multiply Line 1 by .40	<u>0.52</u>
Line 3.	Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A)	<u>1.3600</u>
Line 4.	Multiply Line 3 by .30	<u>0.408</u>
Line 5.	Secured Areas Normal Working Hours Adjustment Factor (3.A)	<u>1.3500</u>
Line 6.	Multiply Line 5 by .15	<u>0.2025</u>
Line 7.	Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A)	<u>1.4100</u>
Line 8.	Multiply Line 7 by .10	<u>0.141</u>
Line 9.	Non Pre-priced Tasks Adjustment Factor(5.A)	<u>1.2500</u>
Line 10.	Multiply Line 5 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.3340</u>

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment H.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment I above.

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ATTACHMENT J

REGION 3 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHIC REGION: Group B / Region Three

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

1	.		3	0	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

1	.		3	6	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

1	.		3	5	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

1	.		4	1	0	0
---	---	--	---	---	---	---

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

1	.	2	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment K)

(See Attachment K for calculation procedure)

1	.	3	3	4	0
---	---	---	---	---	---

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

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ATTACHMENT K
REGION 3 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHICAL REGION: Group B / Region Three

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Non Secured Areas Normal Working Hours Adjustment Factor (1.A)	<u>1.3000</u>
Line 2.	Multiply Line 1 by .40	<u>0.52</u>
Line 3.	Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A)	<u>1.3600</u>
Line 4.	Multiply Line 3 by .30	<u>0.408</u>
Line 5.	Secured Areas Normal Working Hours Adjustment Factor (3.A)	<u>1.3500</u>
Line 6.	Multiply Line 5 by .15	<u>0.2025</u>
Line 7.	Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A)	<u>1.4100</u>
Line 8.	Multiply Line 7 by .10	<u>0.141</u>
Line 9.	Non Pre-priced Tasks Adjustment Factor(5.A)	<u>1.2500</u>
Line 10.	Multiply Line 5 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.3340</u>

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment J.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment K above.

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ATTACHMENT L

REGION 4 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHIC REGION: Group B / Region Four

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

1	.	3	0	0	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

1	.	3	6	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

1	.	3	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

1	.	4	1	0	0
---	---	---	---	---	---

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

1	.	2	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment M)

(See Attachment M for calculation procedure)

1	.	3	3	4	0
---	---	---	---	---	---

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT M
REGION 4 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: Brown & Root Industrial Services, LLC

GEOGRAPHICAL REGION: Group B / Region Four

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Non Secured Areas Normal Working Hours Adjustment Factor (1.A)	<u>1.3000</u>
Line 2.	Multiply Line 1 by .40	<u>0.52</u>
Line 3.	Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A)	<u>1.3600</u>
Line 4.	Multiply Line 3 by .30	<u>0.408</u>
Line 5.	Secured Areas Normal Working Hours Adjustment Factor (3.A)	<u>1.3500</u>
Line 6.	Multiply Line 5 by .15	<u>0.2025</u>
Line 7.	Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A)	<u>1.4100</u>
Line 8.	Multiply Line 7 by .10	<u>0.141</u>
Line 9.	Non Pre-priced Tasks Adjustment Factor(5.A)	<u>1.2500</u>
Line 10.	Multiply Line 5 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.3340</u>

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment L.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment M above.

(The rest of this page is intentionally left blank)

6. Additional Required Forms: Complete and submit the following forms with the proposal:

- P104 – Vendor Information Form
- P106 - Compliance with Illegal Immigration Act P107 - Non-Collusion Oath
- P108 - Equal Employment Opportunity Certification
- Diversity Vendor Certification Participation
- Agreement to Work in all Regions
- Federal Funds Certification Form
- Final Contract Signature Form

Additional Required Forms begin on the next page.

Dorchester County Vendor Information Form

COMPANY LEGAL NAME: Brown & Root Industrial Services, LLC

DBA: Brown & Root Industrial Services, LLC

STREET ADDRESS: 2451 Crystal Drive, Suite 425, Arlington, VA 22202

MAILING ADDRESS: 2451 Crystal Drive, Suite 425, Arlington, VA 22202

PHONE NUMBER: 703.628.5491

EMAIL ADDRESS: rick.farrag@brownandroot.com

REMIT EMAIL ADDRESS (FOR PO'S) Annex Building, 1631 La France St. NE, Atlanta, GA 30307

FEDERAL TAX ID #: 473996049

REGISTERED IN: Delaware
(STATE)

CONTACT PERSON TO SEND CONTRACT TO

NAME: Rick Farrag, Vice President

MAILING ADDRESS: 2451 Crystal Drive, Suite 425, Arlington, VA 22202

PHONE NUMBER: 703.628.5491

EMAIL ADDRESS: rick.farrag@brownandroot.com

HOW DID YOU HEAR ABOUT THIS OPPORTUNITY TO DO BUSINESS WITH THE COUNTY?

FindRFP

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, *“A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both.”*

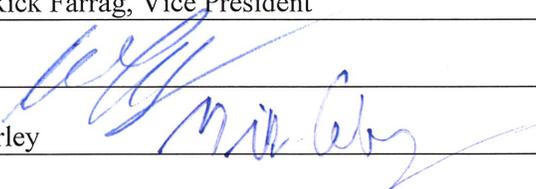
Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Solicitation Number: RFP # 2023-21

Company Name: Brown & Root Industrial Services, LLC

Address: 2451 Crystal Drive, Suite 425, Arlington, VA 22202

Authorized Representative Name and Title: Rick Farrag, Vice President

Signature of Authorized Representative: _____


Witness (Print Name and Sign): Mike Coberley

Non-Collusion Oath

COUNTY OF: Arlington

STATE OF: Virginia

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared Rebecca Lynn Kotter and made oath that the Company herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Company, or itself, to obtain information that would give the Company an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Company or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

14th DAY OF November, 2022


Authorized Signature for Company

NOTARY PUBLIC FOR THE
STATE OF Virginia

My Commission Expires: 5/31/26

Print Name: Rebecca Lynn Kotter

Address: 2451 Crystal Drive, Suite 425

Arlington, VA 22202

Phone Number: 703.351.2103

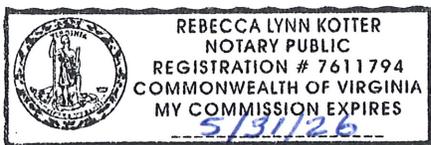
Please print Company's Name and Address:

Brown & Root Industrial Services, LLC

2451 Crystal Drive, Suite 425

Arlington, VA 22202

Note: Notary seal required for Out of State Company





Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

Dorchester County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI & VII, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies its commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Solicitation Number: RFP # 2023-21

Company Name: Brown & Root Industrial Services, LLC

Address: 2451 Crystal Drive, Suite 425, Arlington, VA 22202

Authorized Representative Name and Title: Rick Farrag, Vice President

Signature of Authorized Representative: _____

Witness (Print Name and Sign): Mike Coberley

DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____

- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: _____

- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB Yes No
List certifying agency: _____

- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: _____

- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded Region the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region.

No We will NOT consider working outside of the Geographic Region.

Signature

The Proposer shall acknowledge this bid by signing and completing the spaces provided below:

Name of Proposer: Brown & Root Industrial Services, LLC

City/State/Zip: Arlington, VA, 22202

Telephone No.: 703.628.5491

If a partnership, names and addresses of partners:

Notarized

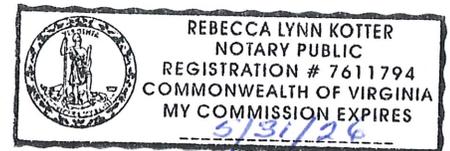
Subscribed and sworn to before me this 14th day of November, 2022

Notary Public in and for the County of Arlington

State of Virginia

My commission expires: 5/31/26

Signature: Rebecca Lynn Kotter Rebecca Lynn Kotter



FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting bids must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, CCOG and Equalis Group will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to CCOG General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a bid, you agree to these Vendor violation and breach of contract terms.

Does vendor agree Does Bidder agree? RS
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so.

Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? RS
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does Bidder agree? RS
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? RS
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? RF
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does Bidder agree? RF
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? RF
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? RF
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? RF
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? RF
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does Bidder agree? RF
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? RF
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? RF
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? RF
(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? RF
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized Signature: 

Printed Name: Rick Farrag

Company Name: Brown & Root Industrial Services, LLC

Mailing Address: 2451 Crystal Drive, Suite 425
Arlington, VA 22202

Job Title: Vice President

(The rest of this page is intentionally left blank)

Contract Signature Form

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Final Contract at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

IN WITNESS WHEREOF, the Parties have executed this Contract under their respective seals the day and year first written above.

COUNTY OF DORCHESTER, SOUTH CAROLINA

SIGNATURE: _____

PRINT: Jason L. Ward

TITLE: County Administrator

WITNESS: _____ WITNESS: _____

CONTRACTOR

SIGNATURE: _____

PRINT: Rick Farrag

TITLE: Vice President

WITNESS: _____

Mike Coberley

WITNESS: _____

Rebecca Kotter

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