

Attachment “B1, and B2”
Exhibits 1 and 2

OFFEROR’S PROPOSAL FORM

For: Construction-Manager-As Constructor (“CMaC”)
Clay County Courthouse Roof Replacement
Komatsu Architecture Project No. 22.160
Joseph A. Ross, Architect Inc. Project No. 22.016

Proposal submitted by: _____ (Firm Name)
_____ (Address)
_____ (Address)
_____ (Phone)
_____ (Alternate Phone)
_____ (Primary Contact)

This Offeror’s Proposal Form is to be submitted with the Offeror’s SOQ in response to **Clay County, Texas RFP: 24-RFQ-01**

Pursuant to the above described RFQ for the engagement of a Construction Manager as Constructor for the Clay County Courthouse Roof Replacement Project, the undersigned Offeror agrees to provide the following services:

- Phase I - Preconstruction Services: Perform the preconstruction phase services as described in the RFQ; and submit a Guaranteed Maximum Price (“GMP”) proposal to Owner.
- Phase II Construction Services: If Owner accepts the GMP, perform the construction phase services as described in the RFQ and in accordance with the contract terms.

This Offeror’s Proposal Form contains the following documents, the contents of which are incorporated by reference:

- Attachment A-1: Qualifications Questionnaire
- Attachment A-2: General Conditions Chart
- Attachment A-3: Insurance Requirements
- Attachment A-4: Bond Requirements
- Attachment A-5: Prevailing Wage Requirements

<u>RFQ SCHEDULE (Recap)</u>	
Sealed RFQ-CMAC Deadline:	3:00 P.M. CST on Wednesday March 27, 2024.
CMAC Pre-SOQ Meeting:	10:00 A.M. CST on Thursday March 14, 2024
CMAC Inquiry Deadline:	10:00 A.M. CST on Monday March 19, 2024.
Bid Opening:	10:00 A.M. CST, Thursday March 28, 2024.
Bid Announcement:	10:00 A.M. CST on Monday April 1, 2024.

PART I: CMAC PROPOSAL – ITEMIZED COST BREAKDOWN AS FOLLOWS:

Based on an assumed Guaranteed Maximum Price total of **\$646,201.00** (\$600,823 in total allowable Construction costs plus \$45,378.00 in Project contingency) the CMAC Proposer to fill in the following information regarding proposers standard structure and proposers understanding of the complete project scope of work:

- A. Subcontractors/suppliers, material, labor, equipment \$ _____
- B. General Conditions Expenses (as described in Attachment A-2) \$ _____
- C. Expected cost of Performance and Payment Bonds (included) \$ _____
- D. Expected cost of Insurance (included) \$ _____
- E. Other costs not included above (attach a description of these items) \$ _____
- F. CMAC Fees:
Phase I – Preconstruction Services Lump Sum Fee: \$ _____

(Description: Services to include personnel expenses, project estimates, preliminary project schedule, value engineering, constructability reviews, pre-planning, overhead and profit, and other services, through design phase portion of the project.)

The following items are to be included in the CMAC “Fee” percentage rather than in General Conditions:

- i. Safety Supervisor Inspections
- ii. Personal/computer Internet, Wi-Fi service charges
- iii. Mobile communications equipment service charges
- iv. Rental vehicle, repair, insurance and maintenance (vs “owned”)
- v. Project scheduling services (except for time of field office staff) if 3rd party.

For a List of General Conditions see Attachment A-2

The required items included in the General Condition are listed in Attachment A-2. No exclusions are allowed; deletions or omissions may be considered “non-responsive” and at the discretion of the County, cause for elimination from consideration. Offerors may add items and should be clearly indicated as additions.

Phase II - Construction Services Lump Sum Fee: \$ _____

(Description: Services to include overhead, profit, direct, and indirect costs for the management and construction of the project.)

G. Subtotal (A+B+C+D+E+F): \$ _____

H. Construction Contingency (10% Max of Subtotal): \$ _____

I. Guaranteed Maximum Price (G+H): \$ _____

PART II: CMAC PROPOSAL – SAVINGS & CONSTRUCTION TIME

- A. Proposers Savings: All savings accrue to the Owner. Considerations will be given under “best value” if the CMAC is selected for the Project and will offer savings to the County for General Conditions combined with other CMAC fees. \$ _____
- B. The undersigned agrees to complete the Construction Work within _____ calendar days after the date of Owner’s Written Notice to Proceed with Construction.

PART III: EXECUTION

The designated CMAC Agent who has been authorized to sign this proposal on behalf of the Proposal respondent represents to the Owner and Architect the following:

1. The information provided herein is true, complete, and accurate to the best of the knowledge and belief of the undersigned.
2. The undersigned has full authority to execute this response on behalf of the Offeror respondent.
3. The Offeror has thoroughly read, understands, and will comply with all aspects and requirements of this Offeror’s Proposal Form (including its Attachments A-1 through A-5, inclusive) and the requirements of the above described RFQ.
4. The following documents are included with this Offeror’s Proposal Form: (a) a Proposal Bond in the amount of 5% the Construction Budget; and (b) the information and/or responses required by the Qualifications Questionnaire/Attachment A-1, General Conditions Chart/Attachment A-2, Insurance Requirements/Attachment A-3, Bond Requirements/Attachment A-4, and Prevailing Wage Rate Requirements/Attachment A-5.
5. Offeror understands and acknowledges that: (a) the Project involves a One-Step RFQ Selection process pursuant in part to section 2269.253 of the Texas Government Code for the selection of a Construction Manager as Contractor (CMAC)(also called Construction Manager at Risk or CMAR in the RFQ) for the project may be a guaranteed maximum price pursuant to section 2269.251 of Texas Government Code.
6. Offeror understands and acknowledges that in submitting an offer for this RFQ, the Offeror affirms that should the County (at its sole discretion) decide to conduct interviews (based on receipt of the eligible Offers), the Offeror will be available for a virtual conference interview as scheduled by the County. See schedule on page 1. In the event there becomes a scheduling conflict the Offeror shall provide a written alternative date for interview: _____ (date)
7. Offeror acknowledges receipt of the following Project Document addenda:
Addendum No. 1: _____ (date)
Addendum No. 2: _____ (date)

WAIVER OF CLAIMS: THE RESPONDENT BY SUBMISSION OF ITS PROPOSAL WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, AND AGAINST THE COUNTY, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF COUNTY'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THE RFP, THE PROPOSAL, PROPOSAL ADMINISTRATION, PROPOSAL EVALUATION, PROPOSAL RECOMMENDATION, THE AWARD OF THE CONTRACT, AND/OR THE REJECTION OF ANY OR ALL PROPOSALS. SUBMISSION OF THIS PROPOSAL INDICATES THE RESPONDENT'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND RESPONDENT'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE COUNTY DURING THE DETERMINATION OF QUALIFICATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RESPONDENT ACKNOWLEDGES THAT THE EVALUATIONS AND SELECTION SHALL BE MADE ON THE BASIS OF BEST VALUE AND THE RESPONDENT, WHICH MUST BE MADE PUBLIC, AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Respectfully submitted,

Offeror Name

By:

Signature of Authorized Offeror Representative

Printed Name Title

Address:

Street

City Zip

Phone: _____

E-mail: _____

PART IV: ADVISORY NOTES:

1. It is to be understood by all parties that the Owner reserves the right to accept or reject any and all proposals or any combination thereof proposed for the work.
2. It is to be understood by all parties that upon Owners' acceptance of this proposal by the Commissioners Court, the CMAC will be required to execute a contract and provide the insurance and bonds as set out in the RFQ.

Attachment “A-1” to Proposal Form

QUALIFICATIONS QUESTIONNAIRE

Provide the following information and responses as part of your proposal. You may attach additional pages to answer questions.

- A. List exceptions proposed to AIA Document A305-2020 to be executed by County, if as may be acceptable to County.
- B. AIA A305-2020 Contractor’s Qualification Statement and Exhibits A-E – Use of these forms can replace items C thru J below.
- C. An Organization Chart of all team members/key individuals to be contractually assigned to the project; resumes to include brief description of:
 - 1. Professional experience; indicate years in relevant areas of the industry.
 - 2. Professional Memberships and Certifications,
 - 3. Overview of Recent Projects Completed.
 - 4. Statement of current project/workload commitment
 - 5. Education – Secondary or degree if applicable; special training or certifications
- D. Similar Experience by the Firm – Construction Manager-At-Risk, Construction Manager as Constructor, Competitive Sealed Proposal, Design-Bid-Build Projects
* Where the experience in this area may be that of the key individuals that will be assigned to the project, clarify if individual or firm experience for each project listed.
 - 1. Provide a brief summary of each project including:
 - a. Project Title,
 - b. Location
 - c. Brief Listed Description of the Project including:
 - 1) Basic scope,
 - 2) SF area
 - 3) Project value (final cost)
 - 4) Start date, completion date,
 - 5) Owner
 - 6) Owner reference including
 - a) Name of Contact,
 - b) Address of contact,
 - c) Telephone number, fax number
 - 7) Architect reference including
 - a) Name of Contact,
 - b) Address of contact,
 - c) Telephone number, fax number
 - 8) Paragraph addressing a more comprehensive description of the project detailing scope and any specialized operations. Explain requirements of the Owner that had an impact on the Project.
 - 9) Photograph(s) of the Project (overall exterior)
- E. Would you propose to do any work with your own forces or to bid all work to subcontractors? List the categories of work and percentage of the overall contract that your firm would normally perform with its own forces. Sub-contractors will require Owner/Architect approval.
- F. An audited/completed current Financial Statement for 2022 and Year to Date 2023

- G. Provide the name of your bonding company, including the name and address of your agent and your bonding capacity.
- H. Provide a response and details, if applicable to the following:
1. Has your firm ever failed to complete any work awarded to it?
 2. Has your firm filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?
 3. Is your firm now or has it been involved with any litigations, mediations, or other settlement procedures within the last five years?
 4. Do you currently have any sub-contractor litigation or are in mediation proceedings?
- I. The Proposer shall provide as attached exhibits to the RFP SOQ submittal:
1. Exhibit A: Provide a listing of current major projects in Progress; this list is to indicate workload levels for the firm during the anticipated construction period for the Clay County Courthouse Roof Replacement project. (Note: Clay County Courthouse Roof Replacement has a projected commencement date of May 2024 with a projected completion within 4 months) Offeror to provide a complete listing of current major projects showing completion performance period as originally proposed by Offeror in total days. Listing to include:
 - a. Project Title
 - b. Project Location
 - c. One line description
 - d. Area SF
 - e. Project Value
 - f. Percent complete
 - g. Anticipated Start Date
 - h. Anticipated Completion Date
 - i. Owner, including references similar to those required in section C above
 - j. Architect, including references similar to those required in section C above.
 - k. Selection method
 - l. Optional: photographs, graphics of the project
 2. Exhibit B: A list of major projects during the past five years with emphasis on work with similar procedural requirements as those indicated for this Clay County Courthouse Roof Replacement Project Proposal.
 3. Exhibit C: List the key individuals of the Firm and their present commitment levels. Indicate length of years of experience for each individual.
 4. Exhibit D: List trade references including:
 - a. Name of Firm,
 - b. Address of Firm
 - c. Contact information including position in the Firm.
 - d. Telephone number.

Attachment "A-2"

General Conditions					
	Description	Qty	Unit	Cost \$/Unit Including all Burden, Insurance, Etc.	Total
	On Site Project Management		Mo.		
	Project Executive		Mo.		
	Project Manager		Mo.		
	Superintendent(s)		Mo.		
	Assistant Superintendent(s)		Mo.		
	Office Engineer(s)		Mo.		
	Project Expeditor		Mo.		
	Scheduler		Mo.		
	Project Support Staff		Mo.		
	Cost Engineer		Mo.		
	Temporary Project Construction & Utilities for CM Staff				
	Dumpsters for CM Staff		Mo.		
	Monthly Telephone Service		Mo.		
	Project Water		Mo.		
	Temporary Toilets		Mo.		
	Temporary Fire Protection		Mo.		
	Telephone System Installation		LS		
	Electricity		Mo.		
	Field Offices & Office Supplies for CM Staff				
	Partnering Costs		LS		
	Job Photos & Videos		Mo.		
	CM Project Specific Signage		LS		
	Postage & Deliveries		Mo.		
	Mobilization for Office Trailers		Mo.		
	Monthly Office Rental Costs		Mo.		
	Storage Trailers		Mo.		
	Field Office Equipment		Mo.		
	Vehicles including fuel, maintenance & insurance		Mo.		
	Safety Equipment		Mo.		
	First Aid Supplies		Mo.		
	Job Office Supplies		Mo.		
	Janitorial Services		Mo.		
	Project Computers & Software		Mo.		
	Field Office Furniture		Mo.		
	Copy Machine & Supplies		Mo.		
	Communications Equipment		Mo.		
	Advertising		Mo.		
	TOTAL GENERAL CONDITIONS				

Exhibit "A-3"

Insurance Requirements

(1) **General Requirements.**

Construction Manager as Constructor ("Construction Manager or Contractor") shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by Owner in the care, custody, and control of Construction Manager prior to and during construction and warranty period.

Construction Manager must complete and forward the Certificate of Insurance to Owner before the Contract is executed as verification of coverage required below. Construction Manager shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Construction Manager hereunder and shall not be construed to be a limitation of liability on the part of Construction Manager. Construction Manager must also complete and forward the Certificate of Insurance to Owner whenever a previously identified policy period has expired as verification of continuing coverage.

Construction Manager's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A or better.

All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: Owner, and the address set forth for Owner in the Agreement.

The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both Owner and Construction Manager, shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified below, Construction Manager shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Construction Manager. Provided, however, in the event of any such adjustments by Owner, Construction Manager shall be entitled to a Change Order for any increased costs Construction Manager incurs as a result of such adjustments.

The Construction Manager shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The Construction Manager shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

The Construction Manager shall provide the Owner with thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage indicated within the Contract.

If Owner owned property is being transported or stored off-site by Construction Manager, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.

The insurance coverage required under this contract are required minimums and are not intended to limit the responsibility or liability of Construction Manager.

(2) Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner or such alternate endorsement designations as Owner may hereafter specify:

- a) Waiver of Subrogation endorsement TE 2046A.
- b) 30-day Notice of Cancellation endorsement TE 0202A; and
- c) Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability for each accident.

(3) Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). Construction Manager shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance must be presented as evidence of coverage for Construction Manager. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is required, unless the Owner agrees to other in writing. Construction Manager's policy shall apply to the State of Texas and include these endorsements in favor of Owner:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30-day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

\$500,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

(4) Commercial General Liability Insurance. The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Construction Managers coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) Owner listed as an additional insured, endorsement CG 2010.
- g) 30-day notice of cancellation in favor of Owner, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of Owner, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

A combined bodily injury and property damage limit of \$2,000,000 per occurrence.

(5) Builders' Risk Insurance. The Construction Manager shall maintain Builders' Risk Insurance on an all-risk physical loss form in the full value of the Contract Sum as the same may be adjusted by Change Order. Coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. The insurance shall include coverage for loss of use of Owner's property due to fire or other hazards covered by such insurance.

(6) Umbrella Excess Liability Coverage in an amount of not less than Ten Million Dollars (\$10,000,000), combined single limit bodily injury/property damage with coverage to be in excess of the employer's liability, commercial general liability, and automobile liability insurance required above for each occurrence and in the aggregate. The Owner shall be listed as an additional insured. A waiver of subrogation endorsement shall be obtained in favor of the Owner, and a 30-day notice of cancellation endorsement in favor of the Owner.

Subcontractor Insurance Requirements:

(1) Unless waived by Owner, the following forms of insurance are the minimum coverage requirements to be furnished by all Subcontractors, and deductibles shall not exceed ten thousand dollars (\$10,000). The Construction Manager has the option to require higher limits of liability from designated Subcontractors in the form of primary or excess liability coverage.

- a) Workers' compensation insurance to cover full liability under Workers' Compensation Laws of the State of Texas with employer's liability coverage in limit not less than Five Hundred Thousand Dollars (\$500,000.00).
- b) Commercial general liability insurance coverage shall be on an "occurrence" basis and shall insure the Subcontractor against claims related to Work performed under the Subcontract for bodily injury, including death of any person other than the Trade Construction Manager's

employees, and property damage for injury to or destruction of tangible property, other than the Work itself. The policy shall contain the personal injury and broad form property damage endorsements modified as set forth below, and the policy exclusions pertaining to loss by explosion, collapse or underground damage. The Owner and Construction Manager are to be named as additional insured. The policy shall include the following Overages and limits:

- (i) Completed operations liability
- (ii) Contractual liability ensuring the indemnification agreement contained in the Trade Contract
- (iii) Personal injury liability with employee's exclusion deleted
- (iv) Broad form property damage extended to apply to completed operations
- (v) Automobile liability insuring Trade Construction Manager for operations of all owned, hired and non-owned vehicles
- (vi) Limits of liability shall not be less than:
 - (A) Bodily injury, except automobile:
 - (I) \$1,000,000 each occurrence
 - (II) \$1,000,000 aggregate
 - (B) Property damage, except automobile:
 - (I) \$1,000,000 each occurrence
 - (II) \$1,000,000 aggregate
 - (C) Bodily injury: Automobile
 - (I) \$500,000 each person
 - (II) \$1,000,000 each occurrence
 - (D) Property damage: Automobile
 - (I) \$500,000 each occurrence
 - (E) Umbrella excess liability \$1,000,000

(2) All policies are to be written through a company duly authorized to transact that class of insurance in the State of Texas, with an A.M. Best Rating of B+VII or better.

(3) Any of such insurance policies may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

(4) Construction Manager's Subcontracts shall provide for reasonable indemnification of the Owner and the Architect for adequate insurance coverage and contain such other clauses as may be required to fully protect Owner, Architect, and Construction Manager's interests.

Exhibit "A-4"

Bond Requirements

Unless the Owner agrees to accept bonds only at the time the Guaranteed Maximum Proposal is approved by Owner, the Construction Manager, shall within 10 days after the execution of the Contract, furnish Owner with payment and performance bonds meeting the requirements of Chapter 2253 of the Texas Government Code on forms and which are furnished or approved by the Owner. The amount of each bond shall be equal to 100% of the Estimated Project Budget.

Pursuant to Section 271.118 of the Texas Local Government Code, if Owner agrees to accept payment and performance bonds at the time the Guaranteed Maximum Price is established, Construction Manager must provide Owner with a bid bond or other financial security acceptable to Owner at the time Construction Manager signs the Contract, to ensure that Construction Manager will furnish payment and performance bonds meeting the requirements set forth herein at the time the Guaranteed Maximum Price is agreed upon. If Owner agrees to accept Payment and Performance Bonds at the time the Guaranteed Maximum Price is established, then the Construction Manager will furnish such bonds within 10 days after execution of Amendment No. 1 to the Contract establishing the Guaranteed Maximum Price.

Notwithstanding anything herein to the contrary, all bonds must comply with Chapter 2253, Texas Government Code, including the requirement that such bonds must be executed by a corporate surety licensed to do business in Texas in accordance with Article 7.19-1, Texas Insurance Code. Such bonds shall be on forms supplied or approved by the Owner. Surety shall be listed as an approved surety by the U. S. Treasury Department.

Exhibit "A-5"
PREVAILING WAGE RATES

**GENERAL
SUMMARY**

In the execution of the Contract for this project, the Construction Manager As Constructor ("Construction Manager") must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, minimum wage and prevailing wage rates requirements under Chapter 2258 of the Texas Government Code.

The Construction Manager and each Subcontractor who performs Work under this Contract must pay not less than the rates described herein to a worker employed by it in the execution of the Work.

A Construction Manager or Subcontractor who violates these provisions shall pay to the Owner \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated herein.

The Construction Manager and each Subcontractor shall keep a record showing:

- (1) the name and occupation of each worker employed by the Construction Manager or Subcontractor in the construction of the public work; and
- (2) the actual per diem wages paid to each worker.

The records shall be open at all reasonable hours to inspection by officers and agents of Owner.

In the event of a complaint of a breach of these requirements by Construction Manager or a Subcontractor, Owner shall have the right to make a determination as provided by law, and to retain any amount due under the contract pending a final determination of the violation.

DEFINITIONS

Base Per Diem Wage Rates: Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts, type of workers, or mechanics is the product of (a) number of hours worked per day, except for overtime hours, times (b) respective Rate Per Hour.

Multipliers for Overtime Rates: Over 40 hours per week: The "general prevailing rate for overtime work" for the crafts, type of workers, or mechanics is one and one-half times the respective Rate Per Hour.

Multipliers for Holiday Rates: For legal holidays, the "general prevailing rate of per diem wage" for the various crafts, type of workers, or mechanics is the product of (a) one and one-half times the respective Rate Per Hour times (b) the number of hours worked on the legal holiday.

The prevailing wage rates for this Project are the rates applicable to Clay County, Texas established by the U.S. Department of Labor which are in effect on the date of this RFP.