

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR DESIGN/BUILD REPLACEMENT CONSTRUCTION SERVICES
PURSUANT TO Q16-036**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Southern Bleacher Company Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide design/build construction services necessary for the Phase II replacement of the Fairgrounds bleachers at County property located at 4310 Highway 36, Rosenberg, Texas (hereinafter "Services") pursuant to Q16-036; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall serve in the capacity of an Architect/Engineer and General Contractor and render Services in accordance with Exhibit A to this Agreement.
- B. In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its

own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

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

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$454,700.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum funds certified as available by the Fort Bend County Auditor as of the date this Agreement is executed, specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$454,700.00.

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than 120 calendar thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights

and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. The certificates of insurance must be satisfactory to County,, naming the Contractor and its employees as insured. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in

the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Builders Risk Insurance: Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Performance and Payment Bond

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

Section 12. Indemnity

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

Section 13. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a)

is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

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

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

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

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

w/ copy to: Fort Bend County
Attn: Fairgrounds Manager
4310 Texas 36
Rosenberg, TX 77471

Contractor: Southern Bleacher Company Inc.
Attn: Vice President
PO Box One
Graham, TX 76450

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

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

Section 20. Successors and Assigns

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

Section 21. Third Party Beneficiaries

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

Section 22. Severability

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

Section 23. Publicity

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

Section 24. Captions

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

Section 25. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

SOUTHERN BLEACHER COMPANY, INC.

Robert E. Hebert, County Judge

Authorized Agent- Signature

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

Michel E. Davis
County Parks Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Attachments:

Exhibit A: Scope of Service

Exhibit B: Chapter 2258 of the Texas Government Code Requirements

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EXHIBIT A

Scope of Service



Southern
BLEACHER
COMPANY Inc.

GRANDSTANDS
BLEACHERS
STADIUMS

PO BOX ONE
GRAHAM, TX 76450

TOLL FREE
800/433-0912

FAX
940/549-1365

E-MAIL
info@southernbleacher.com

WEB SITE
www.southernbleacher.com



ESTABLISHED
1946

February 16, 2016

Mary Staff
Ft Bend Fairgrounds
Via Email: mary.staff@fortbendcountytexas.gov

Re: New South Side and East Grandstands for Fort Bend County Fairgrounds

Thank you for the opportunity to provide pricing for new grandstands for the South Side and East Sides for Fort Bend County Fairgrounds in Rosenberg, TX. I have attached a set of drawings on which I have based this quotation. This drawing has been revised to eliminate the lower seating sections on the South Side. Please see that the grandstand includes overall seating for 821 people. There are individual chairs in the Center Section grandstand of the South Side and represents (311) of the 821 total seating capacity. Additionally we have a new 8' x 36' Press Box that has an Announcer's room along with a Rodeo Personnel room. This Press Box is basically a ready/complete system which will only need main power hook-up along with routing into the Press Box Junction boxes any special systems such as Audio and Scoreboard Controls, these hook-ups will need to be performed by and onsite electrician and not on our scope of work.

Please notice that we have raised concrete piers in strategic locations such to deliver Priefert room to locate and arrange working pens beneath the grandstands on the South Side. Though there are some impacts on the arrangement Priefert started with, these impacts were held to a minimum and we feel like with slight adjustments on Priefert's part both the grandstand and working pens/chutes can be made to work. Additionally these raised piers on the East Side allow for roping operations to go under the catwalk while delivering good sight lines from the seating on the East Side.

Our Pricing excludes State Sales Tax and includes P & P Bonds. If the Project is subject to Tax will can update the pricing accordingly.

Installed cost including concrete footings \$ 454,700.00

Exclusions:

- *Any permit, fees, licenses, etc.*
- *Any demolition, site work, or concrete flat work.*
- *Any saw-cutting or repair of existing concrete during footing installation.*
- *Any railing attached to concrete or installed at ground level.*
- *Any enclosures or fencing beneath or around grandstand or exits.*
- *Any relocating or locating of utilities that conflict with footings.*
- *Any Allowances*
- *Any work not described above*

The anticipated completion time is 120 days from notice to proceed.

Sincerely,

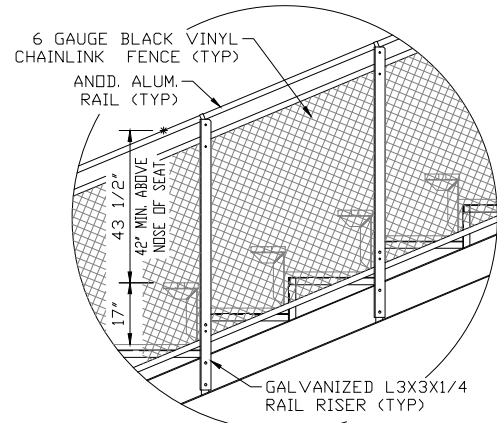

Jim McCain

DESIGN LOADING

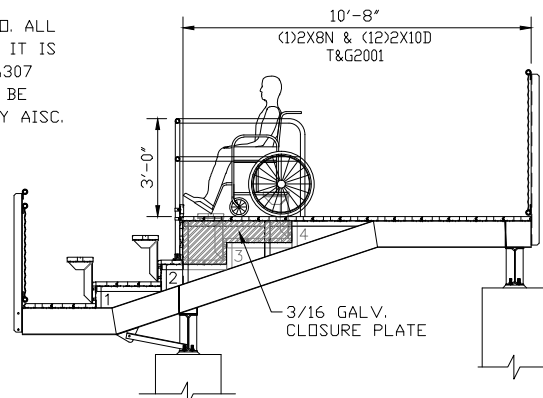
TREAD & SEAT AREA 100psf UNIFORM LIVE LOAD.
 SEAT (VERTICAL) 120 lbs/lf.
 SEAT (HORIZONTAL SWAY) 24lbs/lf PARALLEL AND 10lbs/lf PERPENDICULAR TO SEAT.
 HANDRAIL & GUARDRAIL 50 lbs/lf IN ANY DIRECTION.
 SNOW LOADS AS PER STATE ADOPTED CODE
 WIND LOADS AS PER STATE ADOPTED CODE
 SEISMIC LOADS AS PER STATE ADOPTED CODE

NOTES

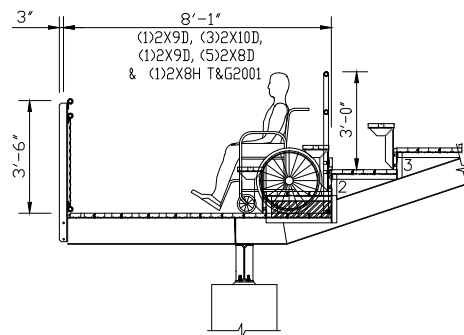
- 1 ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL CONFORM TO THE FOLLOWING A.I.S.C. STANDARDS
 PLATE UP TO 1/2" THICK = A36
 PLATE U.N.D. = A572 GRADE 50
 ANGLE = A36/A36M GRADE 50
 WIDE FLANGE = A992 Fy=50 ksi
 CHANNEL = A36/A36M GRADE 50
 ROD = A36/A529 GRADE 50
 TUBE = A500 GRADE "B" 46 ksi
- 2 WELDS ARE ALL AROUND WITH TYPE ER70S-6 WIRE MIG.
- 3 ALL STEEL TO BE HOT DIPPED GALVANIZED TO A.S.T.M. A-123-89 ael.
- 4 STRUCTURAL BOLTS ARE HOT DIPPED GALV. AND ARE EQUAL TO OR GREATER THAN A-307.
- 5 NO CONNECTIONS UTILIZING HIGH STRENGTH BOLTS ARE CLASSED AS SLIP CRITICAL.
- 6 ANODIZED ALUMINUM RAIL IS 1 1/4" NOMINAL PIPE SIZE. (1 5/8" O.D.)
- 7 SOUTHERN BLEACHER COMPANY AS A MANUFACTURER AND INSTALLER OF GRANDSTAND SEATING IS NOT AUTHORIZED TO CERTIFY PLANS AS ADA COMPLIANT. HOWEVER, TO THE BEST OF OUR KNOWLEDGE THESE PLANS MEET OR EXCEED ADA REQUIREMENTS FOR QUANTITY OF ADA SEATING, ACCESS/EGRESS TO ADA SEATING, & DISPERSAL OF ADA SEATING.
- 8 ALL FIELD CONNECTIONS ARE NON-SLIP CRITICAL U.N.D. ALL CONNECTIONS ARE DESIGNED TO UTILIZE A307 BOLTS, IT IS ACCEPTABLE TO USE A325N BOLTS IN LIEU OF THE A307 BOLTS. THE INSTALLATION OF THESE BOLTS ARE TO BE TIGHTENED A SNUG TIGHT CONDITION AS SPECIFIED BY AISC.



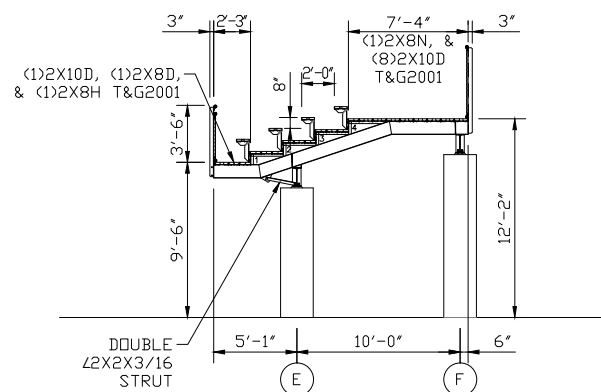
TYPICAL SIDE RAILING
NOT TO SCALE



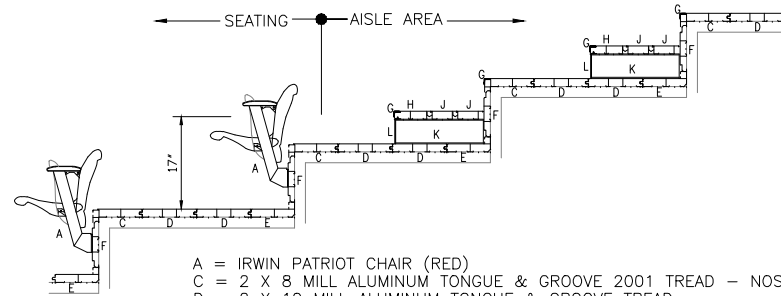
SECTION VIEW @ WHEEL CHAIR AREA (4 ROW AREA)
NOT TO SCALE



SECTION VIEW @ WHEEL CHAIR AREA (11 ROW AREA)
NOT TO SCALE

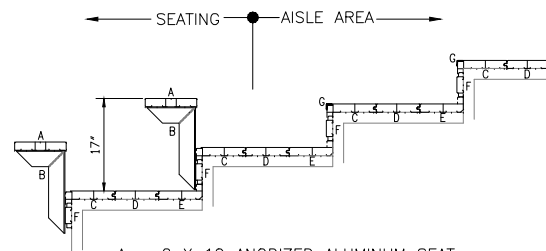


SECTION VIEW @ 4 ROW AREA
SCALE: 3/16" = 1'-0"



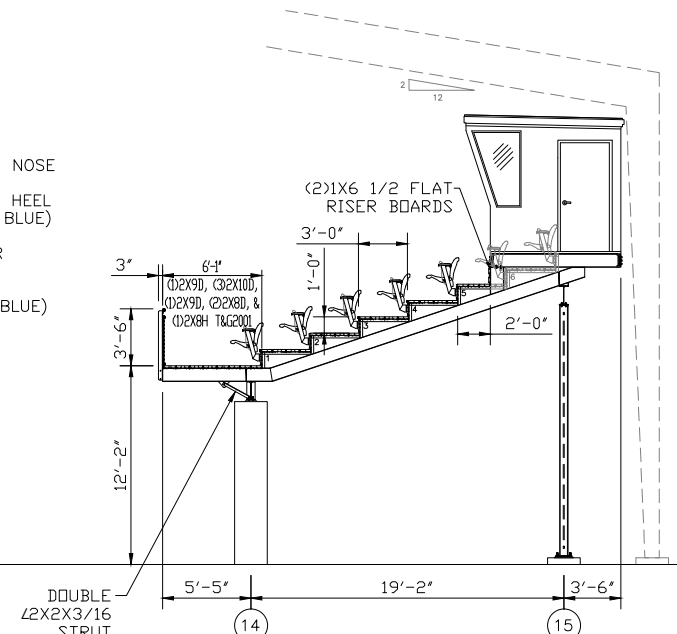
- A = IRWIN PATRIOT CHAIR (RED)
- C = 2 X 8 MILL ALUMINUM TONGUE & GROOVE 2001 TREAD - NOSE
- D = 2 X 10 MILL ALUMINUM TONGUE & GROOVE TREAD
- E = 2 X 8 MILL ALUMINUM TONGUE & GROOVE 2001 TREAD - HEEL
- F = 1 X 8 1/2 PAINTED ALUMINUM FLAT RISER (COLOR: FLAG BLUE)
- G = 1 X 1 PAINTED ALUMINUM CONTRASTING NOSING (BLACK)
- H = 2 X 7 MILL ALUM. INTERLOCK HALFSTEP - NOSE W/RISER
- J = 2 X 4 3/4 MILL ALUM. INTERLOCK HALFSTEP - DECK
- K = 4 1/2" MILL ALUMINUM HALFSTEP BRACKET
- L = 4 1/2" PAINTED ALUMINUM INTERLOCK STEP RISER (FLAG BLUE)

PLANK ARRANGEMENT
NOT TO SCALE 12' X 36'

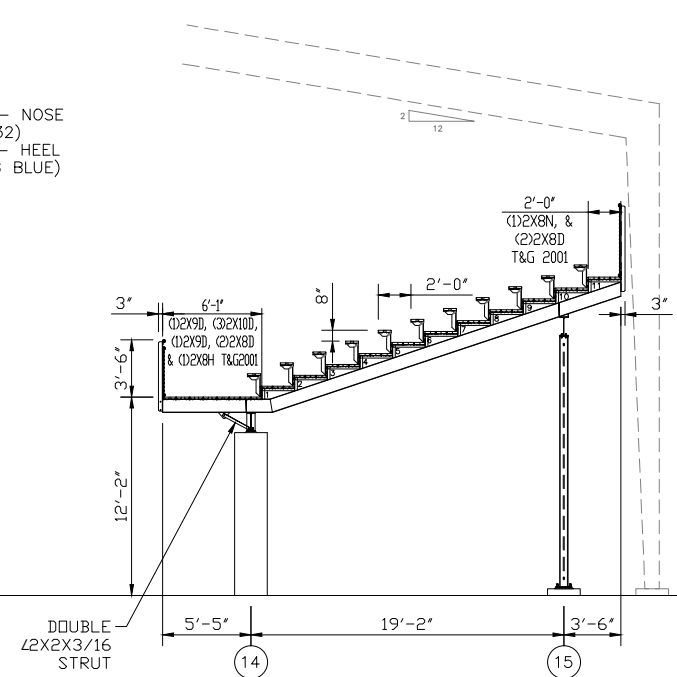


- A = 2 X 10 ANODIZED ALUMINUM SEAT
- B = MILL ALUMINUM SEAT BRACKET
- C = 2 X 8 MILL ALUMINUM TONGUE & GROOVE 2001 TREAD - NOSE
- D = 2 X 8 MILL ALUMINUM TONGUE & GROOVE TREAD (#69432)
- E = 2 X 8 MILL ALUMINUM TONGUE & GROOVE 2001 TREAD - HEEL
- F = 1 X 4 1/2 PAINTED ALUMINUM FLAT RISER (COLOR: FLAG BLUE)
- G = 1 X 1 PAINTED ALUMINUM CONTRASTING NOSING (BLACK)

PLANK ARRANGEMENT
NOT TO SCALE 8' X 24'



SECTION VIEW @ PRESSBOX
SCALE: 3/16" = 1'-0"



SECTION VIEW @ 11 ROW AREA
SCALE: 3/16" = 1'-0"

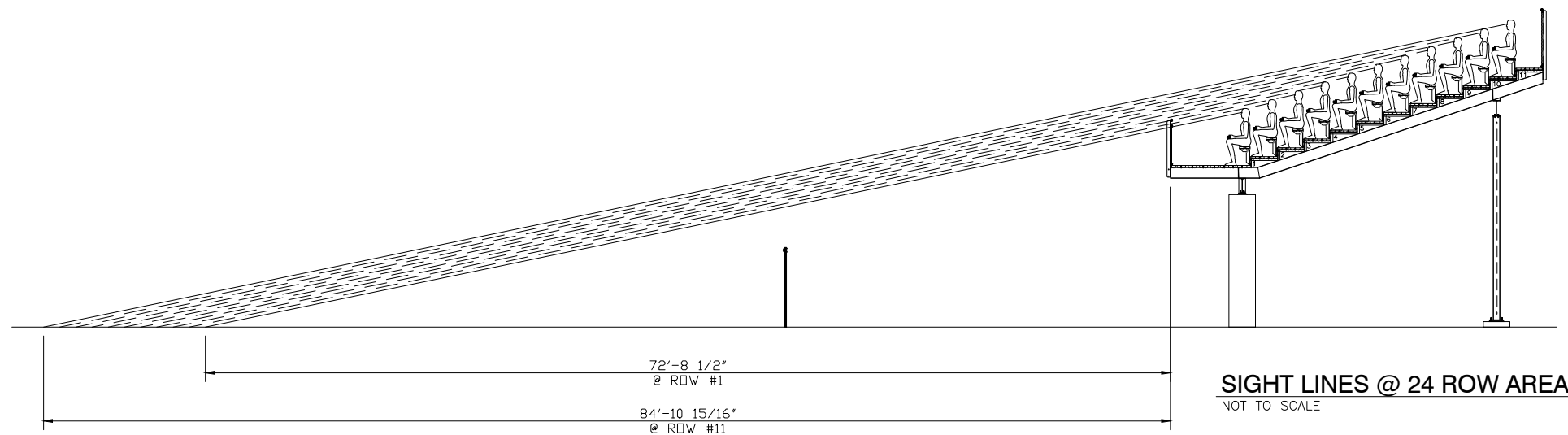
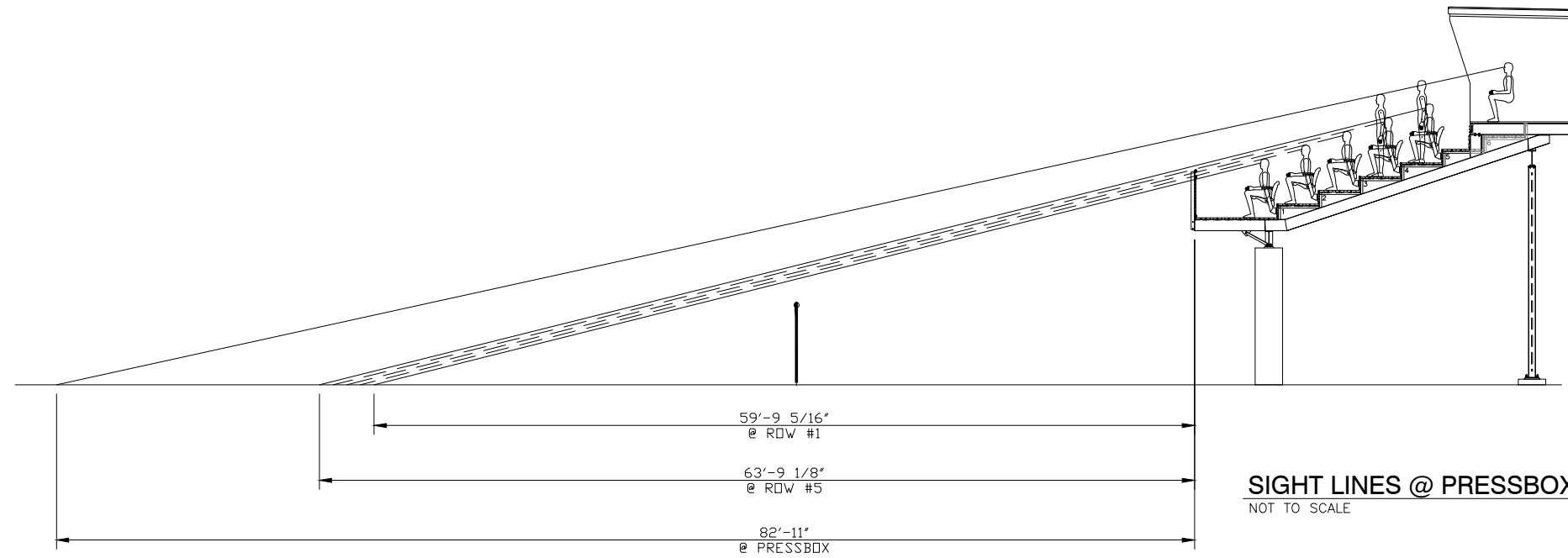
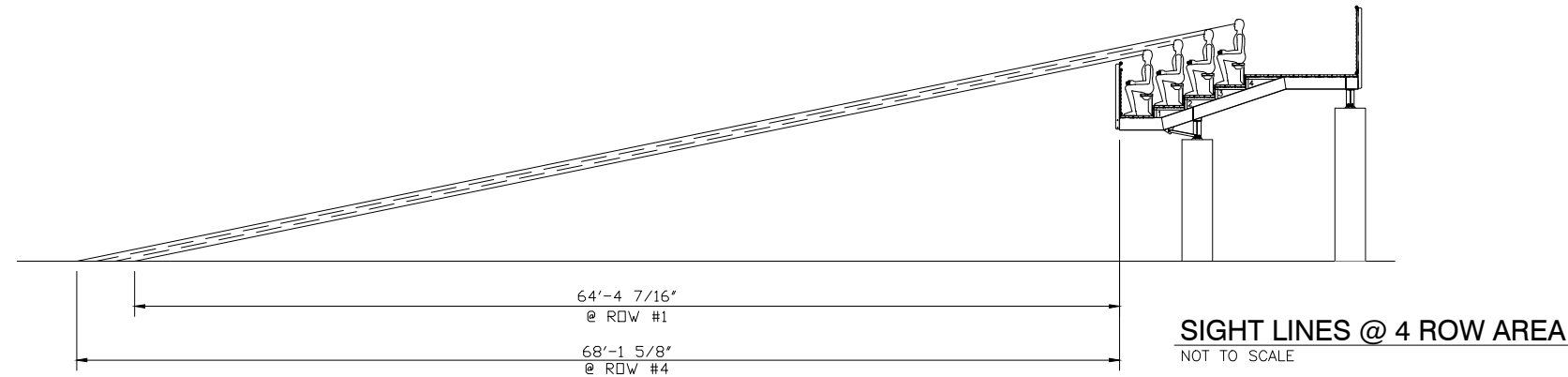
NOT FOR CONSTRUCTION
 SOUTHERN BLEACHER COMPANY
 GRANDSTANDS • BLEACHERS • STADIUMS
 PO Box One, Crenshaw, Texas 76650
 Phone: 940-549-0733 Fax: 940-549-1365
 ESTABLISHED 1946

SECTION VIEWS - 12" RISE X 36" TREAD / 11 ROWS
 8" RISE X 24" TREAD / 24 ROW
 FORT BEND COUNTY FAIR ASSOCIATION
 NEW GRANDSTAND
 ROSENBERG, TEXAS

REV	BY	DATE	DESCRIPTION
1	TDW	1/19/16	ADDED 2ND GRANDSTAND
2	JMC	1/27/16	REMOVED 2ND GRANDSTAND
3	JMC	1/27/16	REMOVED LOWER SEATING

JOB NUMBER: **16sd019**
 SHEET: **1** OF **7**

22" X 34" (11x17 = 1/2 indicated scale)



1- DETAIL NUMBER
 SHEET SHOWN ON
 SHEET CUT FROM

NOT FOR CONSTRUCTION

Southern
 BLEACHER COMPANY

PO Box One, Crenshaw, Texas 76650
 801 Fifth Street
 Phone: 940-549-0733 Fax: 940-549-1365
 ESTABLISHED 1946

GRANDSTANDS • BLEACHERS • STADIUMS

SIGHT LINES

FORT BEND COUNTY FAIR ASSOCIATION
 NEW GRANDSTAND
 ROSENBERG, TEXAS

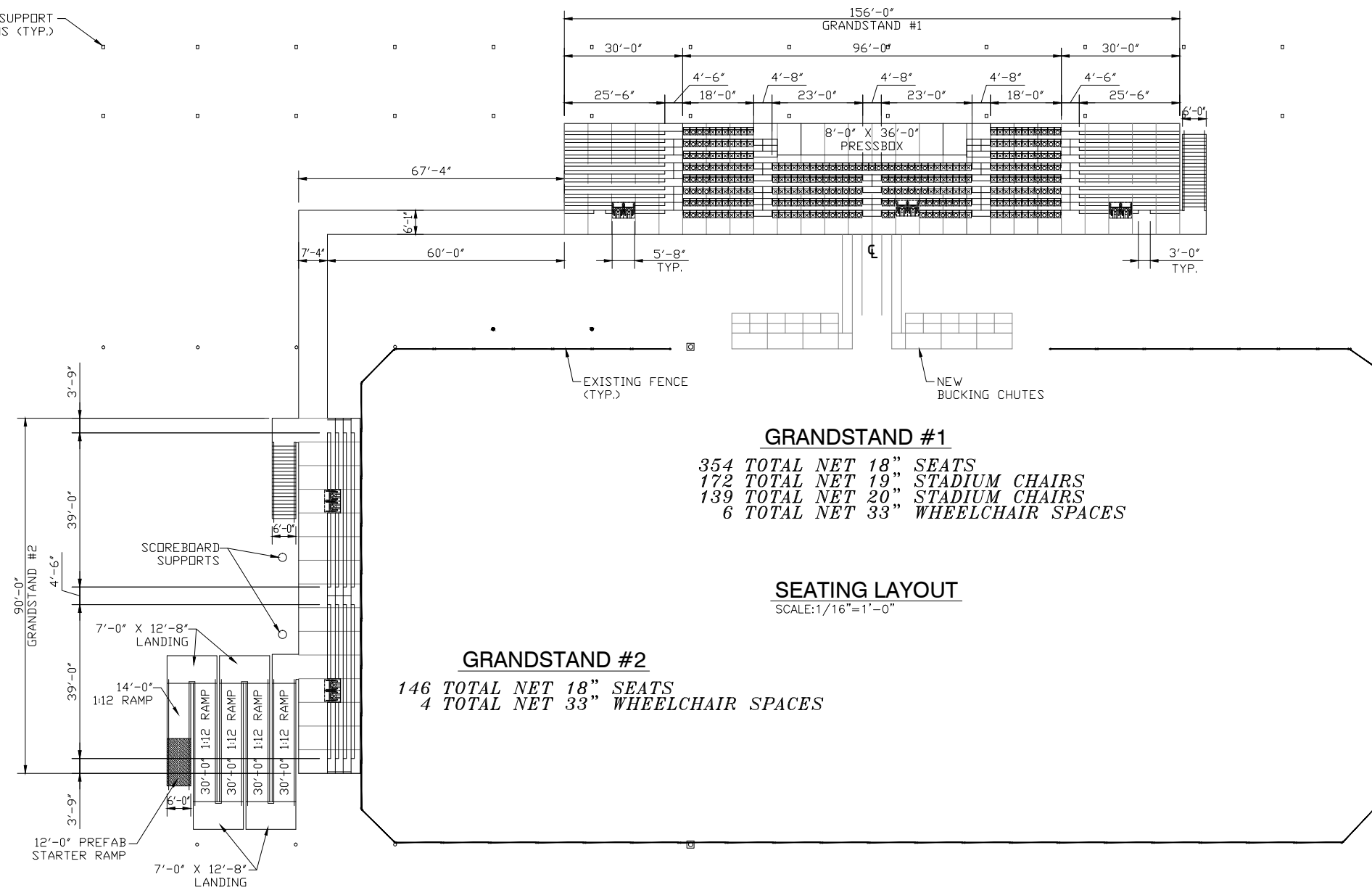
REV	BY	DATE	DESCRIPTION
1	TDW	1/19/16	ADDED 2ND GRANDSTAND
2	JMC	2/4/16	REMOVED 2ND GRANDSTAND
3	JMC	2/4/16	REMOVED LOWER SEATING

JOB NUMBER: **16sd019**

SHEET **2** OF **7**

22" X 34" (11x17 = 1/2 indicated scale)

BUILDING SUPPORT COLUMNS (TYP.)



GRANDSTAND #1

354 TOTAL NET 18" SEATS
 172 TOTAL NET 19" STADIUM CHAIRS
 139 TOTAL NET 20" STADIUM CHAIRS
 6 TOTAL NET 33" WHEELCHAIR SPACES

SEATING LAYOUT

SCALE: 1/16" = 1'-0"

GRANDSTAND #2

146 TOTAL NET 18" SEATS
 4 TOTAL NET 33" WHEELCHAIR SPACES

500 TOTAL NET 18" SEATS
 172 TOTAL NET 19" STADIUM CHAIRS
 139 TOTAL NET 20" STADIUM CHAIRS
 10 TOTAL NET 33" WHEELCHAIR SPACES
 821 GRAND TOTAL SEATING CAPACITY

<p>1- DETAIL NUMBER 1-1- SHEET SHOWN ON 1-1- SHEET CUT FROM</p>	
<p>NOT FOR CONSTRUCTION</p>	
<p>PO Box One, Graham, Texas 76650 801 Fifth Street Phone: 940-549-0733 Fax: 940-549-1365 Southern BLEACHER COMPANY GRANDSTANDS • BLEACHERS • STADIUMS Established 1942</p>	
<p>THESE SEATING LAYOUTS 198'-0" X 24' ROWS & 90'-0" X 4' ROWS</p>	
<p>FOR FORT BEND COUNTY FAIR ASSOCIATION NEW GRANDSTAND ROSENBERG, TEXAS</p>	
<p>REV BY DATE DESCRIPTION</p>	<p>1/19/16 TDW</p>
<p>1/19/16 JMC</p>	<p>ADDED 2ND GRANDSTAND REMOVED 2ND GRANDSTAND REMOVED LOWER SEATING</p>
<p>JOB NUMBER</p>	<p>16sd019</p>
<p>SHEET</p>	<p>3 OF 7</p>

22" X 34" (11x17 = 1/2 indicated scale)

1- DETAIL NUMBER
 101- SHEET SHOWN ON
 102- SHEET CUT FROM

NOT FOR CONSTRUCTION

PO Box One, Cleburne, Texas 76650
 801 Fifth Street
 Phone: 940-549-0733 Fax: 940-549-1365
Southern
 BLEACHER COMPANY
 GRANDSTANDS • BLEACHERS • STADIUMS

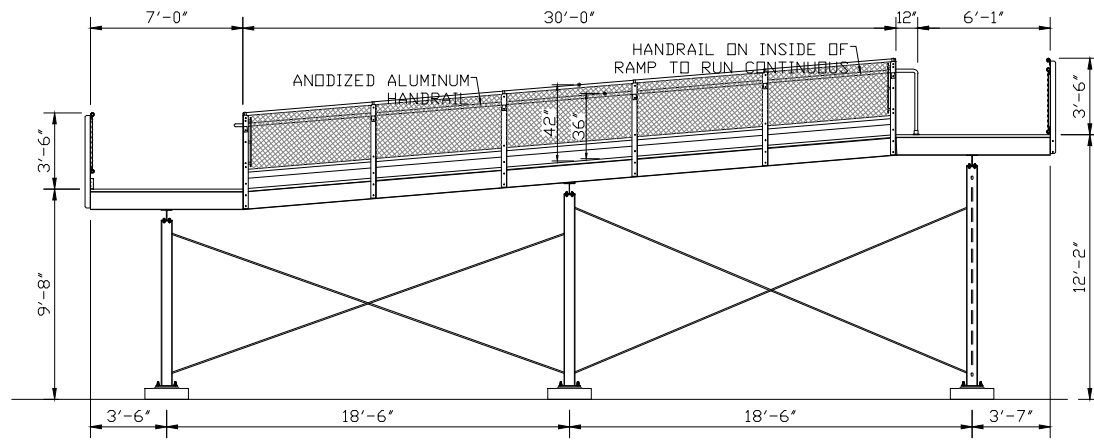
EXIT RAMP DETAILS

FORT BEND COUNTY FAIR ASSOCIATION
 NEW GRANDSTAND
 ROSENBERG, TEXAS

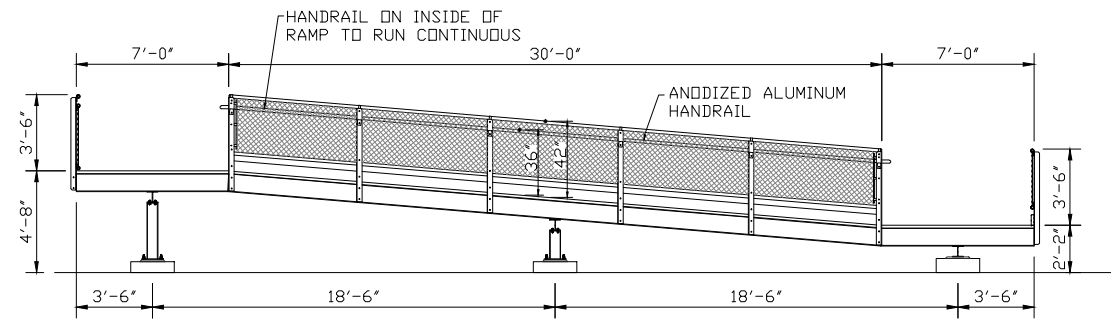
REV	BY	DATE	DESCRIPTION
1	TW	1/19/16	NONE ON THIS SHEET
2	TW	2/4/16	NONE ON THIS SHEET
3	TW	2/4/16	NONE ON THIS SHEET
4	JMC	2/17/16	NONE ON THIS SHEET

JOB NUMBER: 16sd019
 SHEET: 4 OF 7

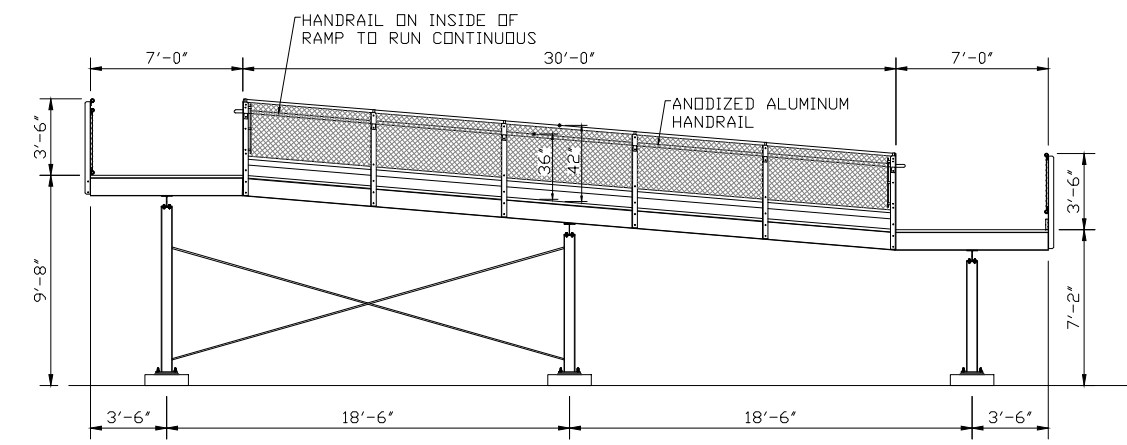
22" X 34" (11x17 = 1/2 indicated scale)



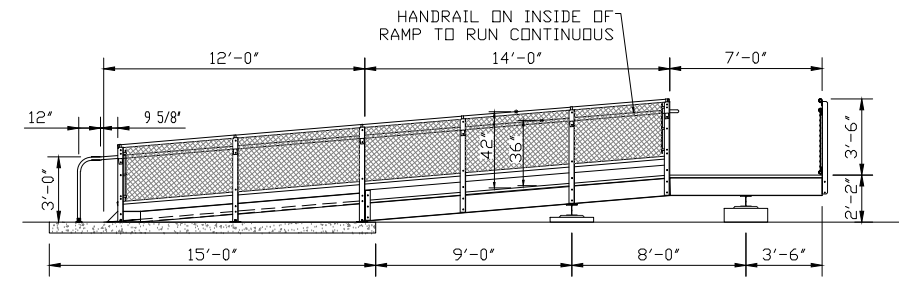
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 NOT TO SCALE



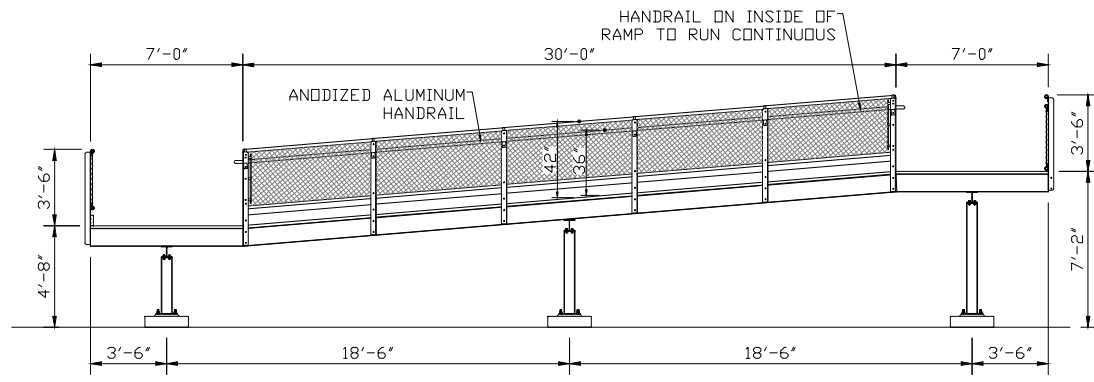
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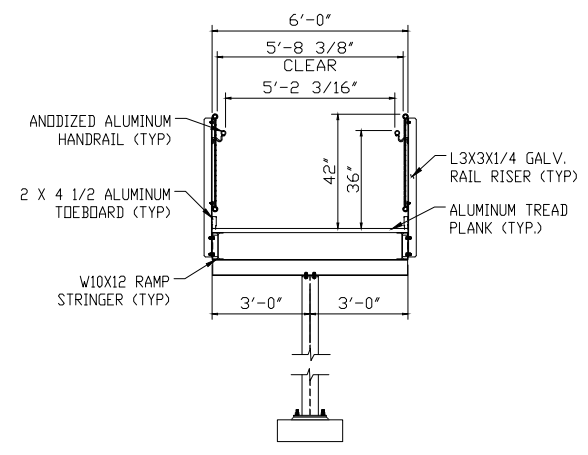
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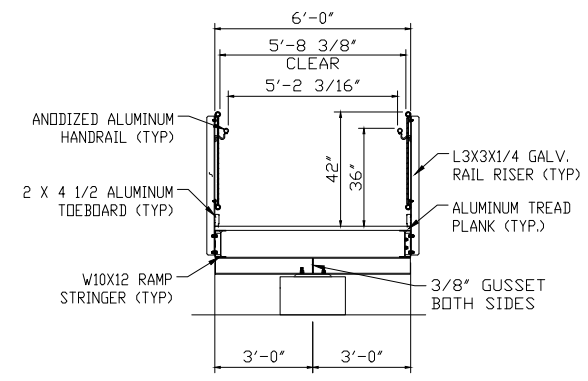
EXIT RAMP DETAIL
 NOT TO SCALE



EXIT RAMP DETAIL
 NOT TO SCALE

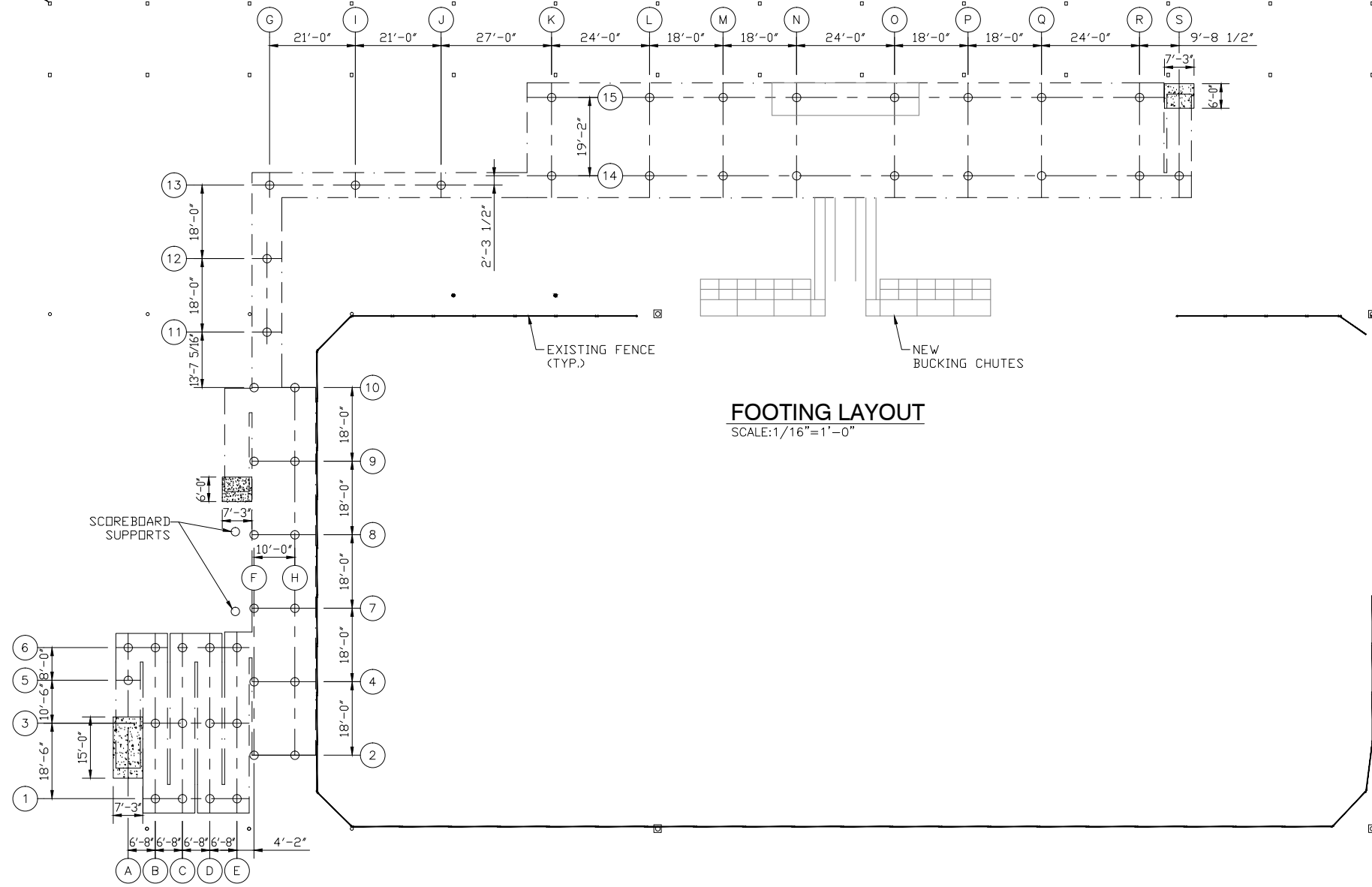


RAMP SECTION DETAIL
 NOT TO SCALE



RAMP SECTION DETAIL
 NOT TO SCALE

BUILDING SUPPORT COLUMNS (TYP.)



FOOTING LAYOUT
SCALE: 1/16" = 1'-0"

REV	BY	DATE	DESCRIPTION
1	TDW	1/19/16	ADDED 2ND GRANDSTAND
2	JMC	2/4/16	REMOVED 2ND GRANDSTAND
3	JMC	2/17/16	REMOVED LOWER SEATING

FOOTING LAYOUT
198'-0" X 24 ROWS & 90'-0" X 4 ROWS

FORT BEND COUNTY FAIR ASSOCIATION
NEW GRANDSTAND
ROSENBERG, TEXAS

NOT FOR CONSTRUCTION

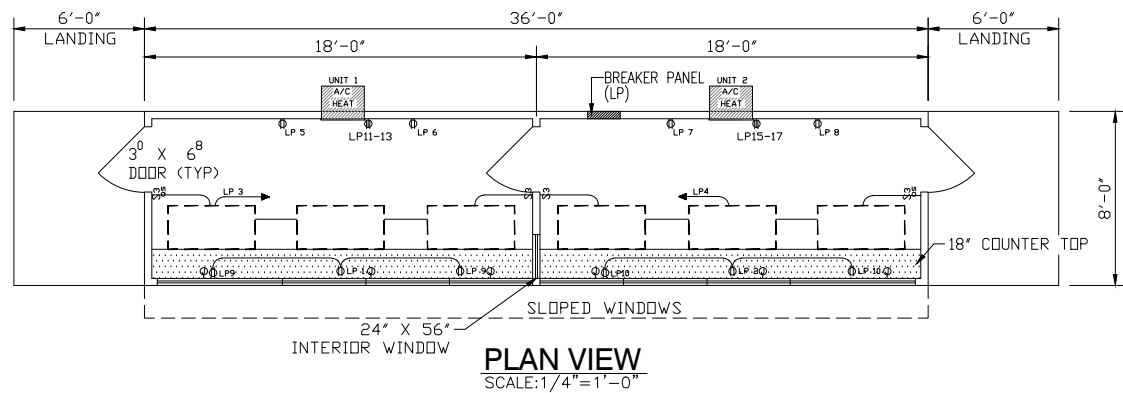
Southern
BLEACHER COMPANY
GRANDSTANDS • BLEACHERS • STADIUMS

PO Box One, Cleburne, Texas 76650
801 Fifth Street
Phone: 940-549-0733 Fax: 940-549-1365
Established 1942

1- DETAIL NUMBER
16sd019 SHEET SHOWN ON
17- SHEET CUT FROM

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22" X 34" (11x17 = 1/2 indicated scale)



LOAD CENTER SCHEDULE
GENERAL ELECTRIC #TLM16200CU
PANEL LP 200 AMP RATED - 32 CIRCUIT W/ EQUIPMENT GROUND 240/120 VOLTS 1 PH.
MOUNTING: FLUSH SURFACE 22,000 SYN. A.I.C. MIN. 100 AMP MAIN BREAKER

RECEPTACLE	BREAKER SIZE	POLE	CIR.	BUS	CIR.	BREAKER SIZE	POLE	RECEPTACLE
RECPT. FRONT WALL	20	1	1	A	2	20	1	RECPT. FRONT WALL
(3) 4'X2' 2 LAMP RECESSED	20	1	3	B	4	20	1	(3) 4'X2' 2 LAMP RECESSED
RECPT. BACK WALL	20	1	5		6	20	1	RECPT. BACK WALL
RECPT. BACK WALL	20	1	7		8	20	1	RECPT. BACK WALL
2 RECPTACLES FRONT WALL	20	1	9		10	20	1	2 RECPTACLES FRONT WALL
A/C HEAT UNIT #1	30		11		12	20	1	SPACE
A/C HEAT UNIT #1			13		14	20	1	SPACE
A/C HEAT UNIT #2	30		15		16			SPACE
A/C HEAT UNIT #2			17		18			SPACE
SPACE			19		20			SPACE
SPACE			21		22			SPACE
SPACE			23		24			SPACE
SPACE			25		26			SPACE
SPACE			27		28			SPACE
SPACE			29		30			SPACE
SPACE			31		32			SPACE

- 15A. 125V. DUPLEX RECPT. (GFCI WHERE NOTED)
- 15A. 125V. SINGLE POLE DEGRATOR STYLE SWITCH
- 15A. 125V. 3-WAY DEGRATOR STYLE SWITCH OS - WITH MANUAL ON/OFF OCCUPANCY SENSOR
- 4X4X2 1/8" JUNCTION BOX W/ 3/4" C STUBOUT UNDER FLOOR FOR USE BY OTHERS

4'X2' - 2 LAMP FLUORESCENT FIXTURE LITHONIA 2GT8 2 32 A12 MVOLT GEBIORS

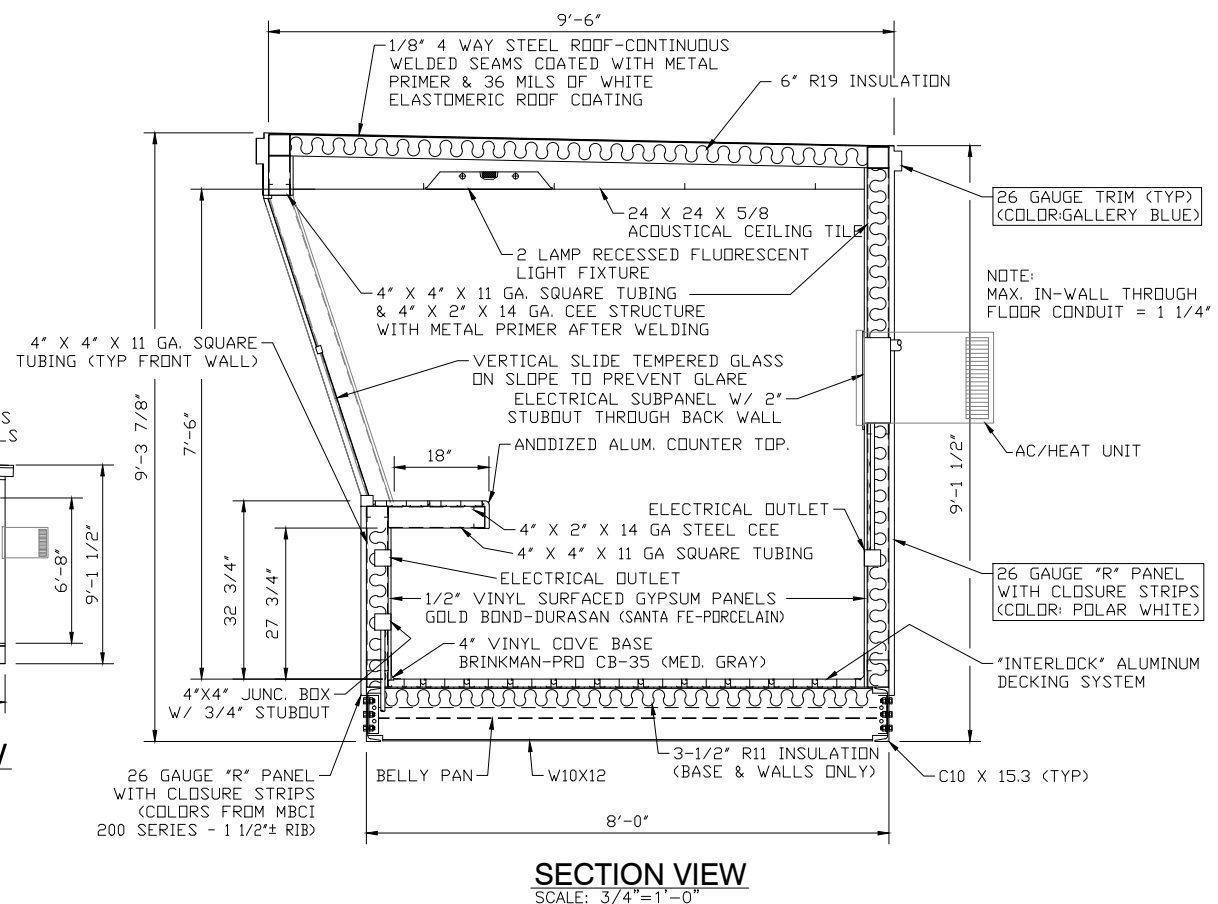
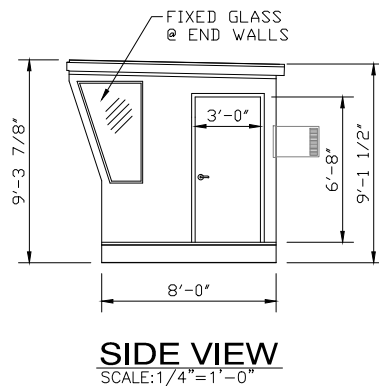
18,000 BTU COOL/11,000 BTU EHEAT
8.2A. COOL/15.4A HEAT - 230V.
AMANA # AE183E35AX DR EQUAL
SLEEVE - H16 7/8 X W26' X D27 3/4"

250V. SINGLE POWDER RECPT. (20A.)

CONDUIT WILL BE 1/2" EMT, 1/2" STEELFLEX, OR SURFACE RACEWAY UNLESS OTHERWISE NOTED

WIRING ON 20A BREAKERS WILL BE #12 = THWN - THHN

EQUIPMENT GROUND RUN IN ALL CONDUITS OR NON-METALLIC SURFACE RACEWAYS



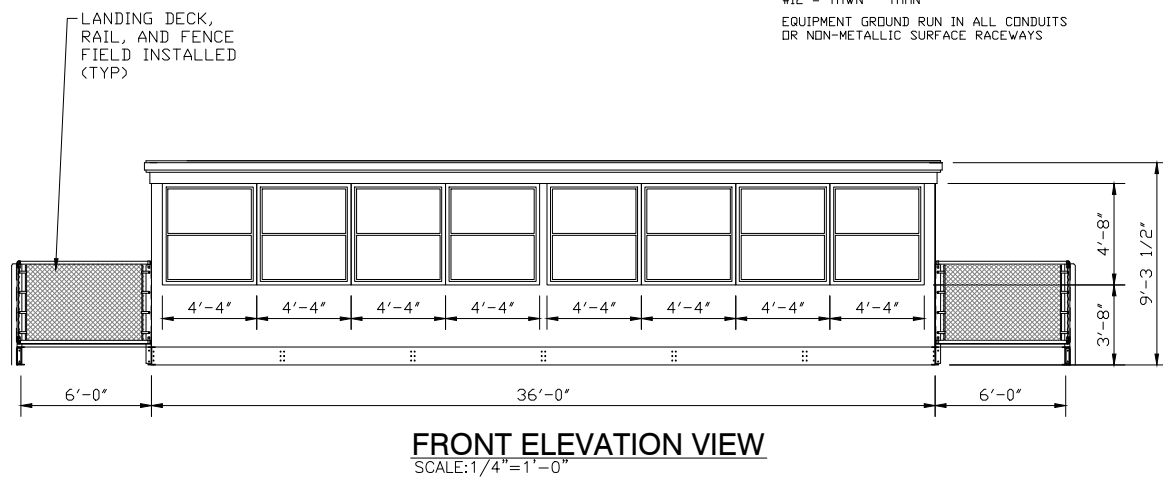
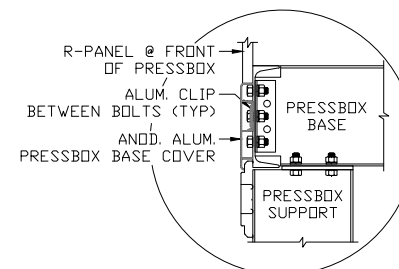
PRESS BOX COLOR SELECTION SCHEDULE

EXTERIOR SHEET METAL COMPONENTS	MATERIALS		
	EXTERIOR SIDING	ROOF TRIM	WINDOW / DOOR TRIM
HAWAIIAN BLUE			
CRIMSON RED			
FERN GREEN			
BURNISHED SLATE			
POLAR WHITE			
ASH GREY			
SADDLE TAN			
DESERT SAND			
KOKO BROWN			
SOLAR WHITE			
CHARCOAL GREY			
COBALT BLUE			
RUSTIC RED			
LIGHT STONE			

WINDOW FRAMES	EXTERIOR DOORS
WHITE	
BRONZE	
TAN	
SILVER	

NOTES:

- ROOF PLATE STEEL IS WELDED ON BOTH SIDES OF RAFTERS WITH 1-1/2" LONG 1/8" FILLET WELDS ON 12" CENTERS.
- WALL PANELS ARE ATTACHED WITH #12 TEK SCREWS - 6" O.C. AT THE TOP AND BOTTOM OF THE PANELS AND 12" O.C. AT ANY INTERMEDIATE BRACE.
- LAP SCREWS ARE PLACED AT EACH END OF THE PANELS, AT THE INTERMEDIATE SUPPORTS, AND AT THE MID POINT BETWEEN SUPPORTS (TEK #14)
- FLOOR PLANK IS ATTACHED TO W10 X 12 WITH 2- 2" TEK SCREWS PER END OF PLANK AND AT INTERMEDIATE SUPPORTS.



NOT FOR CONSTRUCTION

PO Box One, Crenshaw, Texas 76650
Phone: 940-549-0733 Fax: 940-549-1365

Southern BLEACHER COMPANY
GRANDSTANDS • BLEACHERS • STADIUMS

DETAIL NUMBER 1-1-1 SHEET SHOWN ON 7/1-2 SHEET CUT FROM

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REVISIONS:

NO.	DATE	DESCRIPTION
1	1/19/16	TDW
2	1/19/16	JMC
3	1/19/16	JMC
4	1/19/16	JMC
5	1/19/16	JMC
6	1/19/16	JMC
7	1/19/16	JMC
8	1/19/16	JMC
9	1/19/16	JMC
10	1/19/16	JMC
11	1/19/16	JMC
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97	1/19/16	JMC
98	1/19/16	JMC
99	1/19/16	JMC
100	1/19/16	JMC

JOB NUMBER: 16sd019

SHEET 7 OF 7

22" X 34" (11x17 = 1/2 indicated scale)

EXHIBIT B

Chapter 2258 of the Texas Government Code Requirements

Prevailing Wages

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

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

General Decision Number: TX160297 01/15/2016 TX297

Superseded General Decision Number: TX20150297

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
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0	01/08/2016
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1	01/15/2016
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ASBE0022-009 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 22.63	11.90

BOIL0074-003 01/01/2014

BOILERMAKER	\$ 23.14	21.55
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CARP0551-008 04/01/2015

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 22.50	8.33
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ELEC0716-005 09/01/2014

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 29.15	8.74
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* ELEV0031-003 01/01/2016

ELEVATOR MECHANIC	\$ 39.24	29.985
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FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2015

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
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PLAS0079-004 01/01/2010

PLASTERER	\$ 19.42	1.00
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PLUM0068-012 10/01/2013

PLUMBER (Excludes HVAC Pipe Installation)	\$ 31.30	9.49
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PLUM0211-010 10/01/2013

PIPEFITTER (Including HVAC Pipe Installation)	\$ 29.39	10.31
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SH EE0054-003 07/01/2014

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
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BRICKLAYER	\$ 19.86	0.00
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CAULKER	\$ 15.36	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet.	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00

OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

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

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

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

(weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-18772

Date Filed:
02/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Southern Bleacher Company, Inc.
Graham, TX United States

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

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

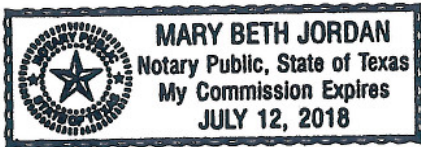
RFP 16-036
Design/build services for phase II bleacher project at fairgrounds

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Southern Bleacher Holdings, Inc.	Graham, TX United States	X	
Pettus, Garrett	Graham, TX United States	X	
Pettus, Wyatt	Graham, TX United States	X	
Pettus, Jo Ann	Graham, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Garrett Pettus, this the 26th day of February, 2016, to certify which, witness my hand and seal of office.

Mary Beth Jordan
Signature of officer administering oath

Mary Beth Jordan
Printed name of officer administering oath

Notary Public State of TX
Title of officer administering oath