

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION OF MISSOURI CITY BRANCH LIBRARY
RFP 17-058**

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 Paradigm Construction, LLC (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor complete the expansion and renovation of the existing 18,460 square foot Missouri City Branch Library, including a three story 9,000 square foot addition, (hereinafter “Services”) pursuant to RFP 17-058; 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

1.1 Contractor shall render Services to County as defined in Contractor’s Value Engineering Proposal dated October 19, 2017 and relevant parts of Contractor’s response to RFP 17-058 (attached hereto as Exhibit A).

1.2 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

2.1 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.

2.2 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

3.1 Contractor's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is six million twenty-seven thousand four hundred seventy-eight dollars and no/100 (\$6,027,478.00), which includes one hundred eighteen thousand dollars and no/100 (\$118,000.00) in contingency funds. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 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.

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

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

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

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

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

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

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

3.3.2 A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by

Contractor with a statement certifying those matters set forth in clauses 3.3.1.1 through 3.3.1.5 of subparagraph 3.3.1 above, certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.

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

3.4 Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon final completion of the entire Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including Services provided by its sub-contractors.

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

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

Section 4. Limit of Appropriation

4.1 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 sum of six million twenty-seven thousand four hundred seventy-eight dollars and no/100 (\$6,027,478.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 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 six million twenty-seven thousand four hundred seventy-eight dollars and no/100 (\$6,027,478.00).

Section 5. Time of Performance

5.1 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 ten (10) months 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.

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

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

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

7.2 Termination for Default

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

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

7.2.1.2 If 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.

7.2.2 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 7.1 above.

7.3 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 presented for payment by Contractor to County. Contractor's final Pay Application for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

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

10.1 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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

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

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

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

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 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 that work under the Agreement is completed.

10.4 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 County for loss or damage occurring during the Work

and shall name Contractor as the named insured and County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to 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

12.1 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS 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.

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

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

12.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

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

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

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

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

Section 13. Confidential and Proprietary Information

13.1 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.

13.2 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.

13.3 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.

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

13.5 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.

Section 14. Independent Contractor

14.1 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.

14.2 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

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

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

County: Fort Bend County Facilities Management and Planning
Attn: Director
301 Jackson Street, Suite 301
Richmond, Texas 77469

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

Contractor: Paradigm Construction, LLC
Dustin Hall, President
26865 Interstate 45, Suite 300
The Woodlands, Texas 77380

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

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

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

Section 16. Compliance with Laws

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 Representation

17.1 Contractor represents 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.

17.2 Contractor represents to County that the Services will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

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

18.2 Neither party may delegate any performance under this Agreement.

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

Section 19. Applicable Law

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

Section 20. Successors and Assigns

County and 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. Limits of Subcontractors

22.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

22.2 Any dispute between the Contractor and subcontractors, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Contractor by the County for any payments owed to the subcontractor.

Section 23. 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 24. 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 25. 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 26. Conflict

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

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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 date signed by the last party hereto.

FORT BEND COUNTY

PARADIGM CONSTRUCTION, LLC

Robert E. Hebert, County Judge

G.W. Foster
Authorized Agent – Signature

Date

GARY FOSTER
Authorized Agent – Printed Name

ATTEST:

SR. VICE PRESIDENT
Title

Laura Richard, County Clerk

11.1.17
Date

APPROVED:

James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

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 Ed Sturdivant, County Auditor

EXHIBIT A



PARADIGM
CONSTRUCTION

26865 Interstate 45, Suite 300
The Woodlands, TX 77380
Phone: (281) 890-0584

October 19, 2017

Via Email: James.Knight@fortbendcountytexas.gov

Jaime Knight
Director of Facilities
Fort Bend County
301 Jackson Street, Suite 301
Richmond, TX 77469

Re: Fort Bend County – Missouri City Branch Library, RFP 17-058; Value Engineering

Dear Mr. Knight:

As a result of meetings to discuss Value Engineering opportunities for the Missouri City Branch Library project, RFP 17-058 we are pleased to present the attached list of items that the team collectively determined to be the best value for the County over the life cycle of the above referenced project.

At the direction of Fort Bend County, in conjunction with the project Architect and Design Consultants, Paradigm Construction presented pricing requests to the “best value” subcontractor of each scope of work identified in the attached list of items. Subcontractors provided the values that are presented in the attached, itemized list of cost saving items, which were reviewed and accepted by the Team. It is our understanding, that this letter, along with the itemized list and narrative, which describes each item will collectively be made part of the contract documents. The total savings of the selected items is \$395,392. These savings resulted in a revised contract amount of \$5,909,478. With the addition of an Owner’s Contingency of \$118,000, the total contract value will be \$6,027,478.

We are excited about the opportunity to work with the County and project design team to build this unique facility for the residents of Fort Bend County.

Sincerely

Gary W. Foster
Vice President of Operations



PARADIGM CONSTRUCTION

Missouri City Library VE Clarifications

Clarifications:

Division 02 – Existing Conditions

1. N/A

Division 03 – Concrete

1. Omit Spheres.

Division 04 – Masonry

1. Delete dumpster enclosure.

Division 05 – Metals

1. Provide Engineering for exterior wall framing.

Division 06 – Woods and Plastics

1. As indicated on the drawings.

Division 07 – Thermal and Moisture Protection

1. Use Fabral .040 perforated panels in lieu of specified material. Warranty will not be affected, per metal wall panel contractor.
2. Provide Densglass sheathing with 1" insulation in lieu of concrete insulated sheathing.

Division 08 – Doors and Windows

1. Provide Stanley equivalent locks, closers and exit devices in lieu of Allegion.
2. For Coiling Grilles, use 9" X 2" curtain spacing in lieu of 3" X 2".
3. For Coiling Grilles, use standard mil finished aluminum in lieu of clear anodized.
4. Delete Skylight.

Division 09 – Finishes

1. Revise the 2 X 2 ceiling grid from 90 NRC to 70 NRC.
2. Revise Silhouette grid system to a standard 15/16" system.
3. Extend stairwar ceiling to wall, deleting edge trim.

Division 10 – Specialties

1. As indicated on the drawings.

Division 11 – Equipment

1. As indicated on the drawings.

Division 12 – Furnishings

1. Window coverings as indicated on drawings per alternate #3.

Division 13 – Special Construction

1. Not Applicable



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Division 14 – Conveying Systems

1. Revise elevator entrances to baked enamel finish in lieu of stainless steel.

Division 21 – Fire Suppression

1. VE Automatic Fire Protection System to Manual Wet System.
2. Add a dry Stand Pipe at location on drawing C102 Utility Plan, dated 3/30/17.
3. Delete Fire Pump.

Division 22 – Plumbing

1. As indicated on the drawings.

Division 23 – Mechanical

1. Chiller – Delete wire / louvered enclosure package; hail guards to remain
2. AHU – Delete Magnahelic gauges for filter section.
3. AHU – Provide flat filter section in lieu of angled filters.
4. Allow FSK – tape in lieu of fabric and mastic on seams and joints.
5. Provide Nylon clamps at flexible duct connections in lieu of specified Stainless Steel.
6. Delete Slot Diffusers and install 2 X 2 Diffusers.

Division 26 – Electrical

1. Delete electrical to Fire Pump.
2. Allow ½” conduit for drops down walls feeding a switch or single receptacle.
3. Eliminate lightning protection.
4. City comments and VE - reduce number of receptacles per circuit as indicated on revised Electrical sheets EP211B, EP212A, EP213A.

Division 27 – Communications

1. Provide AV and PA Systems per Addendum #3.

Division 31 – Earthwork

1. As indicated on the drawings.

Division 32 – Exterior Improvements

1. Provide Wasau interlocking pavers with Tremco 250 GC waterproofing at Level (3) Balcony.
2. Provide Irrigation system based on (6) standard zones in lieu of smart zones.
3. Delete the Parking Lot expansion through subcontractor Value Engineering.
4. Delete Landscape lighting.

Missouri City Library Addition & Renovations

10/4/17

	Description	Deduct	Add	Net	Pending	Approved	Rejected	Comments
ARCHITECTURAL								
A1	Provide plastic laminate tops in lieu of granite and solid surface	(10,000)		\$ (10,000)			(10,000)	
A2	Provide mechanically attached roof system in lieu of fully adhered	(5,500)		\$ (5,500)			(5,500)	credit would include re-roof of existing building
A3	Use Fabral .040 perforated panels in lieu of specified	(8,900)		\$ (8,900)		(8,900)		
A4	Provide Wasau interlocking pavers with Tremco 250 GC waterproofing	(107,925)	35,780	\$ (72,145)		(72,145)		Revised pavers at balconies only
A5	Provide Stanley Equivalent locks, closers, exit devices in lieu of Allegion	(7,000)		\$ (7,000)		(7,000)		Verify Keyway
A6	Provide Stanley Grade 2 cylindrical hardware in lieu of Allegion	(2,500)		\$ (2,500)			(2,500)	Small Format Interchangeable Core
A7	For coiling grilles use 9" x 2" curtain spacing in lieu of 3" x 2"	(2,259)		\$ (2,259)		(2,259)		
A8	For coiling grilles use standard mill finished aluminum in lieu of clear anodized	(943)		\$ (943)		(943)		
A9	For coiling grilles use standard motor in lieu of egress motor. Motor to be tied into building alarm & upon signal, in power outage would remain closed. For egress a wall mtd. manual egress would allow gate to open if power were out.	(4,597)		\$ (4,597)			(4,597)	
A10	Delete skylight	(2,500)		\$ (2,500)		(2,500)		
A11	Provide densglass sheathing with 1.0" insulation in lieu of concrete insulated sheathing	(54,719)	28,371	\$ (26,348)		(26,348)		
	- Delete cementitious sheathing	(54,719)						
	- Add Densglass Sheathing		17,580					
	- Add 1" XPS Rigid Board Insulation @ Exterior Sheathing		10,791					
A12	Revises the 2x2 ceiling grid from 90NRC to 70 NRC	(7,000)		\$ (7,000)		(7,000)		
A13	Revise Silhouette grid system to a Suprafire 9/16" system	(3,200)		\$ (3,200)			(3,200)	Please note 13 and 13a are either or options
A13a	Revise Silhouette grid system to a Standard 15/16" system	(5,800)		\$ (5,800)		(5,800)		
A14	Extend stairway ceilings to wall, deleting edge trim	(2,000)		\$ (2,000)		(2,000)		
A15	Canopy Alternates	-		\$ -				
A15a	Delete Entry Canopy Completely incl. wall panel	(81,450)		\$ (81,450)		(81,450)		Please note 15a and b are either or options
	- Concrete	(1,950)						
	- Structural Steel	(16,500)						
	- Metal Canopy	(63,000)						
A15b	Simplify Canopy Design & Delete Screen Panel	(10,000)		\$ (10,000)		(10,000)		Architect to Provide modified design
A16	Provide 2500lb elevator in lieu if 3500lb	(7,000)		\$ (7,000)			(7,000)	
A17	Revise elevator entrances to baked enamel in lieu of stainless steel	(1,500)		\$ (1,500)		(1,500)		
SUBTOTAL - ARCHITECTURAL STRUCTURAL		(324,793)	64,151	\$ (260,642)	(91,450)	(136,395)	(32,797)	
S1	Engineered Wall Framing		5,800	\$ 5,800		5,800		Approved by Architect
S2				\$ -				
S3				\$ -				
SUBTOTAL - STRUCTURAL CIVIL		-	5,800	\$ 5,800	-	5,800	-	
C1	Provide Irrigation system based on (6) standard zones in lieu of smart zones	(10,000)		\$ (10,000)		(10,000)		
C2	Replace concrete pavers with scored concrete sidewalks			\$ -		(2,400)		Architect to provide ASK of scoring pattern
C3	Omit Concrete Spheres	(2,400)		\$ (2,400)		(2,400)		
C4	Defer the Parking Expansion			\$ (118,455)		(118,455)		
	- Concrete Paving	(60,000)		\$ (60,000)				
	- Earth Work At Parking lot Expansion	(24,780)		\$ (24,780)				

	Description	Deduct	Add	Net	Pending	Approved	Rejected	Comments
	- Landscaping and 2 Irrigation Zones)	(16,750)		\$ (16,750)				
	- Utilities	(7,050)		\$ (7,050)				
	- Lighting at Parking Lot	(9,875)		\$ (9,875)				
C5	Delete landscape lighting	(30,280)		\$ (30,280)		(30,280)		Pending pricing from Jemar
C6	Delete Dumpster Enclosure	(10,070)		\$ (10,070)		(10,070)		
	- Masonry	(6,820)						
	- Metal Fence	(3,250)						
C7				\$ -				
C8				\$ -				
	SUBTOTAL - CIVIL PLUMBING	(181,275)		\$ (171,205)	-	(171,205)		
P1	Re-use (14) existing plumbing fixtures at renovated area	(5,000)		\$ (5,000)			-5000	
P2	Provide Trap Guards in lieu of trap primers/at floor drains			\$ -				
P3	Allow Pro-press style fittings for domestic water piping			\$ -				0
P4	Allow schedule 40 PVC waste and vent piping above grade, in lieu of cast iron			\$ -				0
P5	Provide standard duty no-hub couplings in lieu of heavy duty no-hub couplings for sanitary waste and vent			\$ -				Subcontractor is concerned about leaking when switching to standard duty couplings
P6	Provide banksand in lieu of stabilized sand for bedding/backfill of underground sanitary and storm piping			\$ -				
P7	Only insulate cold water piping exposed to freezing			\$ -			0	
	SUBTOTAL - PLUMBING	(5,000)		\$ (5,000)			(5,000)	
	FIRE PROTECTION			\$ -				
FP1	VE Automatic Fire Protection System to Manual Wet System	(40,000)		\$ (40,000)		(40,000)		Subcontractor to contact Architect and fire Marshall to take out pump
FP1A	Electrical to Fire Pump					(2,150)		
FP1B	Added Dry Stand Pipe at parking lot					15,000		
FP2	Delete center of tile specification for sprinkler heads			\$ -				
FP3	Provide semi-recessed heads instead of concealed			\$ -				
FP4	Provide stainless steel flexible connection for heads			\$ -				
	SUBTOTAL - FIRE PROTECTION	(40,000)		\$ (40,000)		(27,150)		
	MECHANICAL			\$ -				
M1	Provide electric heat in lieu of hot water for heating	(81,700)	55,000	\$ (26,700)			(26,700)	Includes \$45K allowance for elec & \$10K for design
M2	Chiller - Delete epoxy post-coat for condenser coil; coil remains retains 1000-hr salt spray rating	(1,200)		\$ (1,200)			(1,200)	
M3	Chiller - Delete 2 - 5th year parts warranty; 1-yr entire unit parts, labor warranty unchanged	(1,000)		\$ (1,000)			(1,000)	
M4	Chiller - Delete wire/louvered enclosure package; hail guards to remain	(600)		\$ (600)		(600)		
M5	Chiller - Remove circuit breaker, single point terminal block remains	(900)		\$ (900)			(900)	
M6	Chiller - Remove circuit breaker, non-fused disconnect remains	(540)		\$ (540)			(540)	
M7	AHU - Delete magnetic gauges for filter section	(100)		\$ (100)		(100)		
M8	AHU - Delete access between coil sections; 6" of space remains, no door	(200)		\$ (200)			(200)	
M9	AHU - Provide flat filter section in lieu of angled filters	(200)		\$ (200)		(200)		
M10	Revise Grilles marked A & B from aluminum to steel	(825)		\$ (825)			(825)	
M11	Delete ECM motors on the Fan-Powered Terminal Units	(850)		\$ (850)			(850)	
M12	Provide in-line exhaust fan in lieu of packaged cooling unit for AV room (not MDF or IDF)	(1,054)		\$ (1,054)			(1,054)	
M13	Allow FSK-tape in lieu of fabric and mastic on seams and joints	(2,000)		\$ (2,000)		(2,000)		

	Description	Deduct	Add	Net	Pending	Approved	Rejected	Comments
M14	Eliminate all duct cleaning							
M15	Provide nylon clamps at flexible duct connections in lieu of specified SS	(2,250)		(2,250)		(2,250)		
M16	Allow additional BAS vendors to submit fees	-		-	X			Mechanical Contractor installing ALC BAS
M17	If ceilings change to 2x2, use 2x2 grilles in lieu of slot diffusers	(2,595)		(2,595)		(2,595)		
SUBTOTAL - MECHANICAL		(96,014)	55,000	(41,014)	-	(7,745)	(33,269)	
ELECTRICAL								
E1	Lighting controls and Fixture Package							Please note 1a and b are either or options
E1a	Provide alternate light fixture/control package based on alt. mfrs	(20,000)		(20,000)	(20,000)			Fixture package being reviewed by architect. Select either E1a or E1b
E1b	Provide VE'd light fixture/control packages based on all fixtures & mfrs	(60,000)		(60,000)	(60,000)			Fixture package being reviewed by architect. Select either E1a or E1b
E2	Allow Sched 40 PVC pipe for underground raceways	-		-			0	PVC priced per spec
E3	Allow 1/2" conduit for drops down walls feeding a switch or single receptacle	(7,500)		(7,500)		(7,500)		Not AV... Electrical only. Select E3 or E7 (Cannot take both)
E4	Allow aluminum bussing in gear	-		-	X			
E5	Allow aluminum windings in transformers	-		-			0	Aluminum priced per spec
E6	Allow ring and string in lieu of conduit at vertical drops in walls						0	
E7	Allow MC cabling for drops in walls (up to 16' in length); all home runs to be 3/4" EMT	(7,350)		(7,350)			(7,350)	Not AV... Electrical only. Select E3 or E7 (Cannot take both)
E8	Allow J-boxes to be mounted at structure in of suspending boxes 18" above ceilings						0	
E9	Allow non-insulated set screw connectors for conduits 1" or smaller	-		-				Deduct \$300 for 3/4" non-insulated connectors
E10	Delete conduit bushings for conduits 1" and smaller						0	
E11	Remove floor box at level 3 multi-purpose room; Reduce floor boxes on level 1 addition						0	
E12	If ceilings change to 2x2, use 2x4 lights in lieu of linear fixtures	(14,170)		(14,170)		(14,170)	0	Jamie Knight to clarify if acceptable.
E13	Lighting protection							
E14	City Comments and reduction of receptacles per circuit		6,069	6,069		6,069		
SUBTOTAL - ELECTRICAL		(109,020)	6,069	(102,951)	(80,000)	(15,601)	(7,350)	
TECHNOLOGY								
T1	VE AV Systems	(79,854)		(79,854)	(79,854)	(79,854)		Per Revised AV Package
T2	Added Intercom System		36,758	36,758		36,758		
SUBTOTAL - TECHNOLOGY		(79,854)	36,758	(43,096)	(79,854)	(43,096)		
TOTALS		(835,956)	167,778	(658,108)	(251,304)	(395,392)	(78,416)	
	Base Bid							
	Alternate 1 (Reroof Existing) - Not Taken 130,156		6,297,062					
	Alternate 2 (Repainting Existing) - Not Taken 20,000							
	Alternate 3 (Motorized Shades on Existing)		7,808					
	Alternate 4 (Motorized Shades on 3rd Floor) - Not Taken 10,734							
	Base Bid Plus Alternates		6,304,870					
	VE Items Accepted		(395,392)					
	Revised Contract Amount		5,909,478					

UNDERSTANDING SCOPE OF WORK

The Missouri City Branch Library Addition and Renovation project is a 3-Story addition to and renovation of the existing library building. The project consists of approximately 9,500 SF of new library reading areas, classrooms, support space, and constructed using structural steel and cold formed metal framing systems, exterior walls with Portland cement plaster, MEP upgrades, new roofing and new interior finishes throughout the new construction. In addition, the existing building will be remodeled with new interior finishes. Site work includes utility work and concrete parking lot expansion with Landscape and Irrigation work.

The project includes the following primary construction features:

- Selective demolition of portions of the existing building.
- Cast in Place Concrete Slab on select fill building pad, Grade Beams, Drilled Piers, Elevated Slabs.
- Structural Steel and Cold Formed Metal Framing systems.
- Exterior Portland Cement Plaster walls.
- Thermoplastic Membrane Roofing, Modular Metal Wall and Soffit Panels.
- Aluminum Framed Storefront and entrances and Glazed Aluminum Curtain Walls.
- Gypsum Board Assemblies, ACP ceilings, Resilient Flooring and Carpeting.
- Electric Traction Elevator.
- Mechanical, Electrical, Plumbing and Fire Protection upgrades.
- Exterior improvements include parking lot expansion, striping and additional paving, Aluminum Canopies as well as Landscaping, irrigation and light fixtures.

Paradigm Construction's Execution plan for building this project:

The Senior Project Manager is assigned to the project to take it from the bidding stage all the way through to the final completion. While there will be an Estimator, Project Manager and Superintendent and field support staff carrying out to day to day operations, the Senior PM oversees the process to maintain continuity from start to finish.

Paradigm Construction approaches each project with teamwork as the core of how we execute our work. All stakeholders and project participants bring high value to the process of providing the County with a high quality, cost effective, timely delivered facility. Communication is one of the primary resources for being able to carry this out. The Project Team will be engaged as soon as Paradigm is under contract with the County. The team will utilize the schedule submitted with the proposal and start the process of developing a complete submittal log and subcontractor contact list. The submittal log is tied to the schedule to guarantee that subs, suppliers and materials are all approved and procured prior to that scope of work being started.

Before each subcontractor begins work on the site, a pre-installation meeting is held to go over performance expectations and review their scope of work and approved submittals. At that time, we also confirm that they have all insurance certificates on file before commencing any work. The subcontractor is also walked through Paradigm's Safety requirements for all on-site personnel.

The pre-installation meeting is also the initial introduction to required coordination efforts on the part of each sub. Paradigm Construction also performs complete coordination meetings with all MEP/Fire subs to make sure that these systems will be installed without conflict with one another. These systems are also checked against the structural and architectural drawings to confirm that there are no conflicts. Any conflicts that cannot be resolved by the coordination efforts are immediately brought to the attention of the design team for a resolution.

Paradigm Construction utilizes a procurement schedule to verify that subcontractors have everything approved and on hand well before they are needed on site. This system assures that submittals are processed in a timely manner relative to the material procurement process and subsequent installation of each scope of work. The team is in regular contact during the weeks leading up to the subcontractors start date to verify that all materials have been procured and that the appropriate man power has been scheduled for the project.

For the Missouri City Branch Library Addition project, we realize that we will be adding on to an occupied facility and understand the challenges that come along with that. We have built multiple projects under these conditions and realize that the safety of library staff and patrons is paramount. We also understand that this site is tight with limited lay-down area for stored materials and will make off-site accommodations as needed. All efforts will be made to assure the protection of existing facilities as well. We understand that the county wishes to occupy the existing library as long as possible during new construction only to vacate during the renovation phase for the existing library. Our project schedule identifies the timelines we anticipate for this phasing.

Our field staff works hand in hand with the design team and the authority having jurisdiction on all required inspections and makes sure that those inspections are passed before proceeding with covering up any of the inspected items. Our staff also makes sure that the work in place is actually ready to be inspected before scheduling such with the appropriate authority.

Paradigm Construction strives to make sure the project is bid and subcontracted per the plans and specifications, with no intent of substituting items without owner/architect approval. Subcontractor bids are evaluated on this basis before subcontracts are written to confirm that we are adhering to the plans and specifications.

A review of the submitted project schedule will provide greater detail toward our level of understanding of specific scope items involved in this project. You will see through the submitted resumes that our team is very experienced with many types of facilities with specific experience related to every scope included in this project. In addition Paradigm Construction's experience working with Merriman Holt Powell Architects on previous projects will support a symmetry between the construction and design team that will be necessary to bring this dynamic project to a successful completion on behalf of Fort Bend County.

Activity Name	Parent (Gantt)	Start Date	Finish Date	Predecessors
1 New Library Addition	218.00	6/19/17	4/8/18	
2 Mobilization	2.00	6/19/17	6/20/17	255S+1.00
3 Site Demolition	14.00	6/20/17	7/2/17	2
119 Site Site Earthwork	15.00	6/21/17	7/11/17	36S+3.00
120 Site Utilities	30.00	7/6/17	8/15/17	1105S+3.00
129 Build Building Pad	5.00	6/28/17	6/30/17	
4 Ditch and Four Piers	5.00	7/31/17	7/31/17	120
110 Electrical Underground	10.00	7/10/17	7/21/17	4
5 Plumbing Underground in Slab	10.00	7/10/17	7/28/17	102FFS+5.00
121 Gratebeams	1.00	7/31/17	7/31/17	5, 102
6 Slab Prep	5.00	8/1/17	8/7/17	121
7 Slab Pour	1.00	8/8/17	8/8/17	6
15 Structural Steel Erection	30.00	8/15/17	9/25/17	7FS+4.00
16 Joist & Deck all levels	10.00	8/12/17	9/25/17	155S+20.00
8 Second Floor Slab Prep and Pour	10.00	8/15/17	10/21/17	155S+5.00
9 Third Floor Slab Prep and Pour	10.00	10/31/17	10/16/17	8
19 Deck Paza Paver System	5.00	1/30/18	2/5/18	81
107 HVAC Piping	35.00	10/10/17	11/27/17	115S+5.00
103 Plumbing Rough-in	20.00	9/26/17	10/23/17	85S+5.00
11 Electrical Rough-in	25.00	9/26/17	10/23/17	85S+5.00
11 Exterior Metal Stud Framing	15.00	10/31/17	10/23/17	8
12 Sheathing	20.00	10/24/17	11/20/17	11
109 Fire Sprinkler System	40.00	10/17/17	12/11/17	9
106 Ductwork Installation	30.00	10/17/17	11/27/17	20, 23, 80
104 Pumping Top out	3.00	1/9/18	1/11/18	103
82 Interior Metal Stud Framing	30.00	10/10/17	11/20/17	115S+5.00
20 Metalbore Roofing	10.00	9/26/17	10/16/17	16
28 Heavy Metal Frames	5.00	10/27/17	10/23/17	825S+5.00
114 Fire Alarm Rough-in	10.00	10/10/17	10/23/17	825S+30.00
117 Structural Cable Rough-in	10.00	10/10/17	10/23/17	825S+30.00
119 Access Corridor Rough-in	20.00	10/24/17	11/20/17	825S+30.00
108 Rough Carpentry	30.00	10/10/17	11/20/17	16, 825S+10.00
109 HVAC Ceilings	35.00	11/21/17	1/8/18	825S+30.00
83 Hang Drywall	15.00	10/17/17	11/6/17	19, 825S+25.00
22 Sheet Metal Plating	30.00	11/7/17	12/4/17	20
23 Waterproofing/cur Barrier	40.00	11/14/17	1/8/18	125S+10.00
21 Glass and Glazing	40.00	11/14/17	1/8/18	235S+5.00
84 Masonry @ Composite Sunroom	5.00	12/5/17	12/11/17	13, 23
21 Metal Scaffolding	10.00	11/21/17	12/4/17	235S+10.00
25 In-Wall Thermal Insulation	30.00	12/26/17	2/5/18	235S+10.00, 80
91 Painting	15.00	12/26/17	1/15/18	825S+10.00
84 Drywall Finish	20.00	12/19/17	1/15/18	825S+50.00
140 Elevator	5.00	1/9/18	1/15/18	915S+10.00
17 Glass General/Hardwood @ Stairs	5.00	1/16/18	1/22/18	17
18 Glass General/Hardwood @ Balcony	30.00	1/9/18	2/19/18	915S+10.00, 106, 107
90 Acoustical Ceilings	10.00	1/9/18	1/22/18	515S+10.00
85 Procelain Tile	10.00	1/16/18	1/29/18	84
86 Recessed Lighting in Computer Lab	15.00	1/16/18	2/5/18	915S+15.00
87 Ceiling Security Grille	2.00	1/16/18	1/17/18	84
81 Lath & Plaster	45.00	1/28/17	1/29/18	235S+5.00
124 Penetrate Screen Panels in Exterior	5.00	1/23/18	1/29/18	18, 21
87 Carpet	15.00	2/6/18	2/26/18	915S+20.00, 97
27 Door and Hardware Installation	25.00	1/29/18	2/26/18	915S+20.00
112 Electrical Trim-Out	25.00	2/20/18	3/29/18	90, 915S+10.00
113 Fire Sprinkler Trim-Out	10.00	2/20/18	3/5/18	90
113 Fire Sprinkler Trim-Out	3.00	1/23/18	1/24/18	91FS+10.00
13 Fire Extinguishers	10.00	8/16/17	8/29/17	119, 125
13 Site Paving	5.00	1/30/18	2/9/18	91FS+5.00
89 Sidewalk Pavers	10.00	1/26/17	1/18/18	905S+10.00
115 Fire Alarm Trim-Out	5.00	2/6/18	2/17/18	91
96 Window Treatments	10.00	2/13/18	2/26/18	275S+15.00
28 Finish Hardware	10.00	2/6/18	2/19/18	91
96 Interior & Exterior Carpets	20.00	2/6/18	3/5/18	91
88 Resident Flooring	20.00	2/6/18	3/5/18	91
82 Tiled Partitions	5.00	1/23/18	1/29/18	85

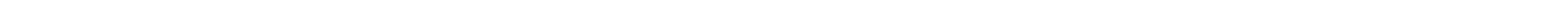


EXHIBIT B

PREVAILING WAGES:

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

General Decision Number: TX170297 01/27/2017 TX297
Superseded General Decision Number: TX20160297

State: Texas
Construction Type: Building
County: Fort Bend County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

ASBE0022-009 12/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 23.42	12.26
BOIL0074-003 01/01/2014		
BOILERMAKER	\$ 23.14	21.55

CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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ELEC0716-005 08/29/2016

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 31.25	9.11
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* ELEV0031-003 01/01/2016

ELEVATOR MECHANIC	\$ 39.24	29.985+a
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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.

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

ENGI0450-002 04/01/2014

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

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
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PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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PLUM0068-002 10/01/2016

PLUMBER PLUM0211-010 10/01/2016	\$ 34.35	9.79
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PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.53	11.11
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SHEE0054-003 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
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00

OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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