

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT TO AGREEMENT FOR DESIGN-BUILD FOR
FBC EMS MEDIC 1 EXPANSION
RFQ 23-068**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Bass Construction Co., ("Contractor"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Design-Build for the expansion of the existing Fort Bend County EMS Medic 1 Administration building located at 4332 Highway 36, Rosenberg, Texas 77471 (the "Project"), on or about November 21, 2023, pursuant to RFQ 23-068 and in accordance with Section 2269.303 of the Texas Government Code, (the "Agreement"), and incorporated fully by reference for all purposes; and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided, to increase the total Maximum Compensation under the Agreement for the completion of such additional services, and to extend the Time of Performance under the Agreement.

NOW, THEREFORE, County and Contractor desire to amend said Agreement as set forth below:

AMENDMENTS

1. **Scope of Services.** Contractor shall provide additional services as described in Contractor's Construction Proposal, dated February 20, 2024, and attached as Exhibit "A-1" and incorporated fully by reference for all purposes.
2. **Compensation.** County shall pay Contractor an additional Two Million, One Hundred Fifty-five Thousand, Three Hundred Thirty-nine and 00/100 Dollars (\$2,155,339.00), for the performance and completion of additional services in Construction Phase IAO, as described in Consultant's Proposal dated December 4, 2023 (the "Services") attached hereto as "Exhibit A-1" and incorporated by reference for all intents and purposes.
3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for performance of services under the Agreement is hereby increased to an amount not to exceed Two Million, Two Hundred Ninety-five Thousand, Two Hundred Seventy-nine and 00/100 Dollars \$2,295,279.00, authorized as follows:

\$139,940.00 under the Agreement; and
\$2,155,339.00 under this Amendment.

In no case shall the amount paid by County for all product and/or services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

4. **Time of Performance.** The time for performance of the services as described in Contractor's Construction Proposal, dated February 20, 2024, and attached as Exhibit A-1, shall begin with receipt of the Notice to Proceed from County and end no later than nine (9) months from receipt of Notice. Contractor shall complete the tasks described in Exhibit A-1 within this time or within such additional time as may be extended by the County.
5. **Bonds.** Pursuant to Section 2253.021 of the Texas Government Code, Contractor shall provide a Performance Bond and Payment Bond to County. The Performance Bond shall be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Amended Agreement. The Payment Bond shall also be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Amended Agreement.
6. **Federal Award.** Contractor acknowledges that the Agreement may be totally or partially funded with federal funds from the American Rescue Plan Act (ARPA). As a condition of receiving funds under the Agreement, Contractor represents that it is and shall remain in compliance with all federal and/or state terms as provided in the Agreement, and the terms of the ARPA Contract Provisions attached to the original Agreement as Exhibit E, and referenced and fully incorporated herein.
7. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and the parties agree that all terms and conditions of the Agreement shall remain unchanged.
8. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
9. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
10. **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.

(Execution Page Follows)

Amendment to Agreement for Design-Build for Fort Bend County EMS Medic 1 Expansion

RFQ 23-068

Contract #24-Fac-100149-A1

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

BASS CONSTRUCTION COMPANY



Authorized Agent - Signature

Bob W. Bass

Authorized Agent- Printed Name

President

Title

March 8, 2024

Date

APPROVED:



James Knight, Facilities Management/
Planning 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 Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A-1: Contractor's Construction Proposal, dated February 20, 2024.

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Amendment to Agreement for Design-Build for Fort Bend County EMS Medic 1 Expansion
RFQ 23-068
Contract #24-Fac-100149-A1

EXHIBIT A-1
(Contractor's Construction Proposal)

February 20, 2024

Fort Bend County
Mr. James Knight
301 Jackson, Suite 201
Richmond, TX 77469

RE: Design / Build Construction Proposal - FBC EMS Warehouse & Bay Expansion
Fort Bend County RFQ 23-068

Dear Mr. Knight:

Please find below our proposal for the construction of the expansion of the existing FBC EMS Administration Building of approximately 2,410 square feet to include an air conditioned, general storage space for logistical supplies distribution, as well as approximately 4,460 square feet for three (3) pull-through ambulance bays and storage area. In addition, concrete paving for the associated drives is approximately 6,550 square feet. Modifications to the existing drainage is being completed to accommodate the additional impervious area requirements.

GENERAL CONDITIONS

All labor, material, and equipment for:

- Management and Supervision during construction activities.
- Bonds & Insurance as required per the Fort Bend County contract documents.
- Temporary toilets, fencing, and storage, as required.
- Prevailing wage rates.

SITEWORK

All labor, material, and equipment for:

- Selective Demolition.
- Earthwork.
- Building Pad with Select Fill.
- Erosion Control/SWPPP.
- Install urethane sealant at expansion and control joints at new concrete.
- Parking Stripes, Stops, and Handicap Sign.
- Sod & Hydroseeding.

CONCRETE/ASPHALT

All labor, material, and equipment for:

- Building Foundation.
- Concrete paving / sidewalks / light pole bases.
- Pipe Bollards at Overhead Door Openings.
- Base & Asphalt at Tie-in of Apron at Roadway (Includes \$5,000.00 Allowance).

CARPENTRY

All labor, material, and equipment for:

- Plywood Sheathing.
- Wood Blocking.

MASONRY

All labor, material, and equipment for:

- Brick façade to match existing EMS facility.

MOISTURE & THERMAL PROTECTION

All labor, material, and equipment for:

- Weather barrier - 1" rigid insulation.
- Wrap rough openings.
- Window head through wall flashing
- Base through wall flashing.
- Vertical Control joint sealant.
- Taping seams in sheathing.

DOORS / WINDOWS

All labor, material, and equipment for:

- Exterior hollow metal doors, with frames and hardware.
- (6) 14' x 14' & (1) 10' x 10' Thermally insulated sectional overhead doors, no windows, standard lift tracks, motor operator, and (2) 3-button control stations, and (2) 3-button remote transmitters per door.
- Exterior fixed windows and door glass inserts.
- Access Controls to be covered by technology and security allowance.

FINISHES

All labor, material, and equipment for:

- CFMF at Exterior Walls.
- Polished Concrete Floors.
- Painting.
- Acoustical Ceiling Systems in Offices only.
- Carpet / LVT / Rubber Base & Ceramic Tile.

SPECIALTIES

All labor, material, and equipment for:

- (2) Wall-hung Fire Extinguishers, no cabinets.
- Aluminum canopies at exterior doors.
- Mini blinds on new windows, no privacy shades.

PRE-ENGINEERED METAL BUILDING

All labor, material, and equipment for:

- 65' W x 109' L x 16' / 18' EH with 4:12 Roof Pitch.
- Roof Panels to be MBCI SuperLok 24 ga Standing Seam Panels with standard Kynar finish attached to roof purlins, with PEMB R38 insulation over / in between purlins.
- Soffit Panels to be MBCI Artisan L12 24 ga MBCI 12" wide with 2 beads, concealed fasteners, embossed, finished in standard Kynar finish.
- Exterior Metal Wall Panels to be MBCI PBR Panel 26 ga in standard Kynar finish.
- Interior Metal Liner Wall Panels to be MBCI PBU 24 ga in standard Kynar finish.
- Primary and Secondary Framing provided in standard finish (Red Iron).
- Building designed per IBC 2018 with a 5.0 PSF collateral load & 150 mph Wind.

MECHANICAL SYSTEMS

All labor, material, and equipment for:

- (1) DX single phase split system w/ electric heat, refrigerant, condensate piping and pipe insulation.
- (6) EUH's (electric unit heaters) w/ thermostats.
- (2) In-Line exhaust fans.
- (5) Aluminum louvers w/ motorized dampers.
- (2) HVLS circulation fans w/ controller.
- (1) NO2 monitor.
- (1) CO2 monitor.
- (1) Exhaust fan monitor.
- Interlocks for fans, louvers, and motorized dampers.
- Programmable thermostats
- Smoke detectors (equipment over 2,000 CFM)
- TAB (test and balance) by mechanical subcontractor.

ELECTRICAL, FIRE SPRINKLER AND FIRE ALARM SYSTEMS

All labor, material, and equipment for:

- Lighting and power systems per design documents.
- Fixture Package - Interior & Exterior
- Complete Fire Alarm & Fire Sprinkler as Required by Code

ALLOWANCES (Included)

- Owner / Contractor Unforeseen Contingency.....\$ 50,000.00
- Geotechnical Report / Materials Testing.....\$ 15,000.00
- Utility Services.....\$ 15,000.00
- Technology and Security.....\$ 25,000.00

Total Construction Price..... \$ 2,155,339.00
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SCHEDULE

Approximately 9 months from receipt of contract and permit.

CLARIFICATIONS / ASSUMPTIONS

- This proposal is based on open shop labor and includes Prevailing Wage Rates.
- Assumes existing water meter can be used.
- Price is subject to review upon approval of proposed suppliers, products, models, manufacturers, and subcontractors.

EXCLUSIONS

- Sales Tax.
- Removal of any unforeseen obstacles below grade.
- Sound, AV, telephone, and intercom systems.
- Furnishings (FFE).
- Security Systems.
- Data Cabling with Raceways.
- Hazardous Materials Abatement.
- TXDOT Permits.
- MUD / Tap / Impact Fees.
- Lightning Protection.
- Landscaping / Irrigation.

Please let us know if you have any questions or need any additional information.

Respectfully,

Buck Bass

Buck Bass, V.P.
Bass Construction
1124 Damon St
Rosenberg, TX 77471
buck.bass@bassconstruction.com
281.342.2022 (P)