

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES
FOR BLUERIDGE PARK RESTROOM PROJECT
(CONSTRUCTION PHASE)
RFQ 24-078**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and BLS Construction, Inc., (“Contractor”), a Texas limited liability company. County and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, on or about February 11, 2025, the Parties executed and accepted that certain Agreement for Design/Build Services for Blueridge Park Restroom Project for the Design Phase (hereinafter “Agreement”), attached hereto as Exhibit “B” and incorporated by reference as if set forth verbatim herein, pursuant to RFQ 24-078; and

WHEREAS, this Agreement is an agreement for a public works project and is subject to the applicable laws under the Chapters 2252 – 2258, and 2269 of the Texas Government Code and Chapter 406 of the Texas Labor Code; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide construction services by Contractor, to increase the Total Maximum Compensation for completion of such services, increase time of performance and otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to the construction phase by Contractor for restrooms at Blueridge Park.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by Contractor in accordance with the terms of this Agreement. References to the term “Agreement” in this Agreement shall include references to all exhibits attached hereto.

- (a) Contractor's Change Order (the "Contractor's Estimated Construction Costs") attached hereto as "Exhibit A-1."
- (b) Prevailing Wages attached hereto as "Exhibit B."

4. Scope of Services.

- (a) Contractor shall provide Construction Services for the construction of a 560 square foot pre-cast, pre-engineered modular structured restrooms for Blueridge Park (the "Project") in accordance with the services and work described in Exhibit A-1 attached hereto (the "Services").
- (b) Contractor shall have the overall responsibility for the Project and shall provide complete Construction Services and furnish all personnel, materials, equipment, tools, labor, supervision, utilities, transportation, and other materials or equipment necessary or reasonably inferable to complete the Project or any phase of the Project, in accordance with the County's requirements and terms of this Agreement.
- (c) Any revisions made to the Scope of Services for the Project, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. Time for Performance; Substantial and Final Completion.

- (a) Time for performance of the Scope of Services for the Project shall begin with Contractor's receipt of Notice to Proceed from County (the "Commencement Date").
- (b) Substantial Completion for the Project shall be achieved on or before seven (7) months from the Commencement Date, or within such time as may be extended in writing by County. "Substantial Completion" includes all phases of construction up to and including the Final Inspection and all items included on Contractor's Change Order attached hereto as Exhibit A-1.
- (c) Final Completion of the Project shall be achieved the sooner of September 15, 2026, or thirty (30) calendar days from the date Substantial Completion is achieved, or within such time as may be extended in writing by County. Final Completion shall include the completion of the Final Clean and all Closeout items included on Contractor's Change Order attached hereto as Exhibit A-1. County, in its sole discretion and satisfaction, shall determine if the Project has achieved Final Completion. Upon written request by County, Contractor shall promptly correct any work County reasonably deems defective at Contractor's

sole cost and expense, unless County specifically agrees in writing to accept such work.

- (d) Final Acceptance of the Project shall occur upon County's determination that Final Completion has been achieved and all documents and affidavits required for Contractor's Application for Final Payment have been reviewed and approved by County.

6. **Liquidated Damages.** Contractor understands and agrees that the timeframes set forth in Section 3 of this Agreement are an essential element of this Agreement. For each consecutive calendar day that the Project has not achieved Substantial Completion within the time frame provided in this Agreement, County may deduct the amount of two hundred fifty dollars (\$250) per day from any money due or that becomes due to Contractor, not as a penalty but as liquidated damages representing the Parties' estimate of the damages that County will incur for late Substantial Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.

7. **Compensation and Payment Terms.**

- (a) Contractor's fees for the Construction Services shall be calculated at the rate(s) set forth in Contractor's Change Order attached hereto as Exhibit "A-1" and incorporated by reference for all intents and purposes pursuant to RFQ 24-078. The Maximum Compensation for the Construction Phase Services performed under this Agreement is Three Hundred Sixty-Eight Thousand Seven Hundred Twenty-Eight and 65/100 Dollars (\$368,728.65) for a Total Maximum Compensation for both the Design Phase and Construction Phase is Three Hundred Eighty-One Thousand Two Hundred Seventy-Three and 65/100 Dollars (\$381,273.65). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Contractor's Estimated Construction Costs.
- (c) 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.
- (d) CONTRACTOR shall submit all "Applications for Payment" for installments of the Maximum Compensation for approval and processing to County staff designated by the Parks 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 Project. 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:

- (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 the following:
 - a. The proportionate part of the Services described in such Application for Payment has been performed;
 - b. Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;
 - c. 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;
 - d. All due and payable bills with respect to the Project have been paid to date or are included in the amount requested in the current Application for Payment, and
 - e. 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.
- (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 Sections 5(d)(1)a through 5(d)(1)e 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) An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Project 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 Section 53.085 of the Texas Property Code Section.

- (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 Acceptance of the Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including any work or Services provided by its sub-contractors.
- (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 of Substantial Completion.
- (6) At any time following Final Completion of the Project, Contractor shall submit an Application for Final Payment, including all sums held as Retainage, to County for review and approval. Contractor's Application for Final Payment shall also include final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates (including a Final Certificate of Occupancy), and all other items required by this Agreement. Contractor shall further include in such Application a Consent of Surety to Final Payment, a Lien Waiver or Affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full. Said Lien Waiver or Affidavit must be in a form and substance sufficient as a matter of law to dissolve all liens or claims of liens for materials supplied or labor or service performed in connection with the Project.
- (7) Upon approval of Contractor's Final Application, 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 Final Acceptance of the Project by County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. Contractor understands and agrees that County is entitled to rely on such Affidavit(s) submitted by Contractor hereunder

and may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in such Affidavit(s).

- (8) Notwithstanding the foregoing, County may deduct from the Final Payment all sums for Liquidated Damages as provided in Section 4 of this Agreement.
- (e) Upon Final Payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to the terms of this Agreement, 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.

8. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Three Hundred Eighty-One Thousand Two Hundred Seventy-Three and 65/100 Dollars (\$381,273.65), as follows:

\$12,545.00	under the Agreement
\$368,728.65	under this Amendment
TOTAL	\$381,273.65

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 Three Hundred Eighty-One Thousand Two Hundred Seventy-Three and 65/100 Dollars (\$381,273.65) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.

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 under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Eighty-One Thousand Two Hundred Seventy-Three and 65/100 Dollars (\$381,273.65).

9. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure

to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

10. **Taxes.** County is a governmental entity and political subdivision of the state of Texas and, as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
11. **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 Agreement. The Payment bond shall also be in an amount equaling one hundred percent (100%) of the total cost of the Project under this Agreement.
12. **Insurance.**
 - (a) Prior to commencement of any work for the Project, 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 the Project commences until Final Acceptance of the Project by County and shall 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 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:
 - (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.
- (b) County and 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 written on behalf of Contractor shall contain a waiver of subrogation in favor of County.
- (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 Agreement 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 Agreement is completed.
- (d) Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- (f) Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.
- (g) Worker's Compensation Insurance Coverage: In the event Contractor employs any individual to perform any portion of work for the Project, Contractor shall certify in writing to County that Contractor provides Workers' Compensation Insurance coverage for each employee of Contractor employed on the Project pursuant to Section 406.096 of the Texas Labor Code. Contractor shall also ensure that each subcontractor on the Project shall provide such certification relating to coverage of the subcontractor's employees to Contractor, who shall provide the subcontractor's written certification to County.
- (h) Builders Risk Insurance (all risks): At all times until Final Acceptance of the Project by County, Contractor shall procure and maintain in full force and effect a policy of Builder's Risk Insurance specified as follows:
- (1) The policy shall provide coverage for "all risks" in amount equal to one hundred percent (100%) of the total cost of the Project.
- (2) The policy shall provide coverage for "all risks" of direct physical loss or damage to all property, materials, equipment, and supplies for the Project, or any portions thereof, whether owned by Contractor or

subcontractors of every tier, in which one or more of same has an insurable interest.

- (3) The Policy shall cover the insurable value of all property, materials, equipment, and supplies at risk and shall contain a waiver of subrogation in favor of Contractor, subcontractors of any tier, and County for any loss or damage sustained during the term of this Agreement.
- (4) Coverage shall include transit and storage in an amount sufficient to protect the property, materials, equipment, and supplies being transported or stored for the Project.
- (5) The policy shall be issued in the name of Contractor and shall name County as an additional insured.
- (6) All Builder's Risk Insurance proceeds shall be paid directly to Contractor.
- (i) 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 any insurance deductibles shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

13. **Indemnity.**

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL ACCEPTANCE BY COUNTY, IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, CAUSED BY OR RESULTING FROM THE ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR BY ANY PERSON EMPLOYED BY CONTRACTOR, OR CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT

UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.

CONTRACTOR SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY IF COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED CONTRACTOR TO PERFORM THE WORK FOR THE PROJECT UNDER THIS AGREEMENT.

CONTRACTOR SHALL FURTHER CAUSE ALL TRADE CONTRACTORS OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION AND/OR INSTALLATION WORK FOR THE PROJECT UNDER THIS AGREEMENT TO AGREE TO INDEMNIFY COUNTY AND TO HOLD IT HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH CONTRACTORS' OR SUBCONTRACTORS' ACTIVITIES FOR THE PROJECT.

CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR THE PROJECT AS PROVIDED IN THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AND MEMBERS OF COMMISSIONERS COURT AS AN ADDITIONAL INSURED. ADDITIONALLY, SUCH PROCUREMENT AND MAINTENANCE OF INSURANCE BY CONTRACTOR SHALL NOT LIMIT THE LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT.

14. **Duty to Report and Defend.** Contractor shall timely report to County all such matters arising under Section 13 of this Agreement. Upon the receipt of any claim, demand, suit, action proceeding, lien, or judgment, and no later than the fifteenth day of each month, Contractor shall provide County with a written report on each 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. 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 the 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 said acts and/or omissions of Contractor are not at issue in the matter.

15. **Iron or Steel Products.** Pursuant to Section 2252.202 of the Texas Government Code, any iron or steel products produced through a manufacturing process and used for the Project must be produced in the United States unless County determines that such iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality, or will increase the total cost of the Project by more than 20%, or is inconsistent with the public interest.
16. **Prevailing Wages.** Pursuant to the Prevailing Wage Rate requirements of Chapter 2258 of the Texas Government Code, all workers employed by Contractor or its subcontractors for the Project shall be compensated at not less than the rates provided in "Exhibit B" attached hereto and fully incorporated herein. Contractor shall keep records showing: (1) the name and occupation of worker employed for the Project, and (2) actual per diem wages paid to each worker employed for the Project. Contractor shall require all subcontractors to keep the same records. Such records by Contractor and subcontractors shall be made available for inspection upon request by County subject to reasonable hours.

Contractor or its subcontractors shall further pay County sixty (\$60.00) for each worker employed by Contractor or its subcontractors for the Project for each calendar day, or any portion of the day, that a worker is paid less than the prevailing wages provided on Exhibit B. Additionally, County may withhold money required to be withheld from the payment(s) to Contractor pursuant to provisions of Section 2258.051 of the Texas Government Code.

All Construction Contract(s) entered into between Contractor and its contractors and/or subcontractors must include the Prevailing Wage Rate requirements attached hereto as Exhibit B. Such Construction Contract(s) must also include a provision requiring each contractor and subcontractor to include the Prevailing Wage Rate requirements in their contracts for the Project as provided in this Agreement. In the event CONTRACTOR constructs the Project in multiple contracts, the Prevailing Wage Rate requirements must apply to each Construction Contract.

17. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General.

Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

18. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Workers' Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Contractor shall be responsible for and acquire all permits for the Project required by law.
19. **Independent Contractor.** 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. 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.
20. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
21. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
22. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the 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 Services when and as required and without delays.

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 or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing work or services for the Project pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Project.

When performing any work or services on-site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of

access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

23. **Confidential and Proprietary Information.** 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.

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.

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.

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

24. **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 or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on written request. Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.
25. **Inspection of Books and Records.** Contractor shall 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 and for verifying compliance with the terms and requirements of this Agreement. Contractor shall maintain all such books and records in a readily available state and location, reasonably accessible to County or its authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **CONTRACTOR SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED UNDER THIS AGREEMENT UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
26. **Termination.**
- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days written notice to Contractor.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

- (1) Contractor fails to perform any portion of the Scope of Work under Section 2 above within the timeframe(s) provided under this Agreement.
 - (2) Contractor fails to comply with County's documentation and reporting requirements, terms, and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Contractor fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Contractor substantially 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.
 - (6) County shall notify Contractor in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Contractor shall have opportunity to cure such Default within the time specified in County's Notice. If Contractor fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) 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 this Agreement.
- (c) Upon termination of this Agreement for any reason, County shall cease all work and activity by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Contractor in accordance with Section 3, above, for such work provided by Contractor under this Agreement prior to its termination and which has not been previously presented for payment by Contractor to County.
- (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.

27. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

28. **Time is of the Essence.** Time is of the essence with respect to each and every term, provision, and obligation set forth in this Agreement.
29. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
30. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
31. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
32. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Parks and Recreation
Attn: Parks Director

301 Jackson Street
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to CONTRACTOR: BLS Construction, Inc.
Attn: William Key
207 Fahrenthold Street
El Campo, Texas 77437

Within ten (10) calendar days of the Effective Date of this Agreement, Contractor shall designate in writing a representative to be County's primary contact during the term of this Agreement and such representative shall be available as required for the benefit of the Project and County.

33. Performance Representation.

- (a) Contractor represents to County that Contractor has the skill and knowledge ordinarily possess 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 work provided hereunder will be performed and delivered in accordance with the highest professional standards.
- (b) Contractor warrants to County that materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by in writing by County. Contractor further warrants that the construction for the Project will be free from material faults and defects and, will materially conform to all requirements and specifications contained in all Exhibits attached hereto.

34. Entire Agreement and Modification. This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**

35. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
36. **Conflict.** In the event there is a conflict or inconsistency between the terms and conditions provided in the main body of this Agreement and any Exhibits attached hereto, the terms and conditions provided in the main body of the Agreement shall prevail with regard to such conflict or inconsistency.
37. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
38. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
39. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
40. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
41. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is

authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

(c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

(d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

42. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

44. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

45. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

BLS CONSTRUCTION, INC.

KP George, County Judge

Authorized Agent - Signature

Date

William Key

Authorized Agent - Printed Name

ATTEST:

Title

Laura Richard, County Clerk

President

Date

APPROVED:

Darren McCarthy, Director
Parks and Recreation

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2026 agreements\parks\bls construction inc (25-parks-100355-a1)\1st amendment to agreement for design-build services.blueridge park restroom (kcj - 2.13.2026)

EXHIBIT A-1

Contractor's Change Order



1/29/2026

FORT BEND COUNTY
BLUERIDGE PARK RESTROOMS

HOUSTON, TX

SUPPLY AND INSTALL (1) MODULAR RESTROOM

EXHIBIT A

BLS CONSTRUCTION INC. WILL SUPPLY MATERIALS
AND LABOR AS LISTED BELOW:

CODE	DESCRIPTION	UNITS	PER UNIT	ITEM
601				
Site	BLDRS RISK INSURANCE			250.00
	CITY BUILDING PERMITS			1,500.00
	PLAN REVIEWS			
	PLAN RUNNER FEE	ROYER		INCL
	IMPACT FEES-WASTEWATER			IN ORIGINAL CONTRACT
	IMPACT FEES-WATER			TBD
	ADA PLAN REVIEW			TBD
	ADA FINAL REVIEW-BY OWNER			WALLIS
	ELEVATION CERTIFICATE			BY OWNER
	SURVEYOR-CONFIRM LOCATION OF RESTROOM			NONE
				1,100.00
	DESIGN FEES AND TIME MANAGEMENT FOR PERMITTING			COMPLETED
	ARCHITECTURAL			BY OWNER
	ENGINEERING			BY OWNER
	JOB SITE SIGN			NONE
	DUMPSTER/TRASH HAUL			750.00
	PORTA POTTY			USE ONSITE FACILITIES
	TEMPORARY UTILITIES/GENERATOR			225.00
	PROTECTIVE NIGHT LIGHTING			NONE
	ALLOWANCES			
	CONSTRUCTION CONTIGENCY			NONE
	THIRD PARTY TESTING			BY OWNER
	GENERAL CONDITIONS	1.00	7,900.00	7,900.00
	SUPERINTENDENT/FUEL/TRUCK			INCL
	PPE			INCL
	SAFETY			INCL
	BARRICADES/CONES			INCL
	PROJECT MANAGER			INCL
	ONSITE ADMINISTRATINO			INCL
	SAFETY OFFICER/JOB SAFETY TRAINING			INCL
	MATERIALS MANAGEMENT			INCL
	CONSTRUCTION FENCE			NONE
	SILT FENCES			NONE
	SWPPP			NONE
	IPB'S			NONE
	CONSTRUCTION ENTRANCE			NONE
	NOI			NONE
	MONTHLY REPORTING			NONE
	MOBILIZATION FOR DIRT WORK			1,650.00

EXCAVATION/DIRT WORK FOR MODULAR BUILDING PAD			5,530.00
SELECT FILL AND AGGREGATE			5,822.00
SUPPLY AND INSTALL MINIMUM 2' THICK SELECT FILL WITH 2" AGGREGATE ON TOP		INCL	

PERMANENT UTILITIES			
STORM		NONE	
WATER	BACKUP		14,240.00
SEWER	BACKUP		32,750.00
POWER-CONDUIT ONLY	BACKUP		4,500.00

CROSSINGS		EXISTING	
PIPE		EXISTING	
LABOR TO INSTALL		EXISTING	

JOB TRAILER		NONE	
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SUBTOTAL

610							
Steel	MODULAR BUILDING	WALLIS					249,540.86
	STATE APPROVED DRAWINGS	WALLIS			INCL		
	CRANE TO UNLOAD MODULE	WALLIS			INCL		
	COMPLETE WELD CONNECTIONS AND PUT TOGETHER		1.00	950.00		950.00	
	CAULKING BUILDING CONNECTIONS	WALLIS			INCL		
	TOUCH UP PAINT	WALLIS			INCL		
	HOOK UP PLUMBING					1,000.00	
	HOOK UP ELECTRICAL					1,000.00	

SUBTOTAL

620							
Concr	FOUNDATION: FOR MODULAR BUILDING						
	CONCRETE				BY WALLIS		
	REBAR				BY WALLIS		
	TIES & CHAIRS				BY WALLIS		
	6 MIL POLY				BY WALLIS		
	TERMITE TREATMENT				NONE		
	TRACTOR TIME				BY WALLIS		
	PUMP TRUCK				BY WALLIS		
	FORMS				BY WALLIS		

BEAMS:							
CONCRETE					BY WALLIS		
REBAR					BY WALLIS		
FORMS					BY WALLIS		

CONCRETE PAVING:					NONE		
CONCRETE					NONE		
REBAR					NONE		
EXPANSION MATERIAL					NONE		
FORMS					NONE		

SIDEWALK:							
CONCRETE					NONE		
REBAR					NONE		
TRUNCATED PAVERS					NONE		

CURB					NONE		
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PIPE BOLLARDS					NONE		
LABOR TO INSTALL					NONE		

LIGHT STANDARDS							
CONCRETE					NONE		
REBAR					NONE		
DRILL TRUCK					NONE		

CURB STOPS					NONE		
LABOR TO INSTALL					NONE		

A/C PADS					NONE		
					NONE		

SUBTOTAL

621							
Concr	FOUNDATION LABOR						BY WALLIS

Labor	BEAM LABOR	BY WALLIS
	PAVING LABOR	NONE
	SIDEWALK LABOR	NONE
	CURB LABOR	NONE
	SAW CUTTING	NONE

SUBTOTAL

630		
Carp	FRAMING MATERIALS	BY WALLIS
	FRAMING LABOR	BY WALLIS
	SIMPSON CLIPS, ETC.	BY WALLIS
	NAILS, ETC.	BY WALLIS
	PRE ENGINEERED TRUSSES	NONE

	ATTIC ACCESS	NONE
	LABOR TO INSTALL	NONE

	BLOCKING IN WALL	NONE
	LABOR TO INSTALL	NONE

	STRUCTURAL STEEL	NONE
	LABOR TO INSTALL	NONE

	METAL ROOF MATERIALS	BY WALLIS
	ROOF LABOR	BY WALLIS

	INSULATION	BY WALLIS
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	GUTTERS & DWPS.	NONE
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	SHEETROCK LABOR	NONE
	TAPE & FLOAT	NONE

	DOOR FRAMES	BY WALLIS
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	DOORS	BY WALLIS
	LABOR TO INSTALL	BY WALLIS

	HARDWARE	BY WALLIS
	LABOR TO INSTALL	BY WALLIS

	WINDOWS	NONE
	LABOR TO INSTALL	NONE

	TRIM MATERIALS	NONE
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	ACOUSTICAL CEILING	NONE
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	CABINETY	NONE
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	COUNTERTOPS	NONE
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	SPECIALITY MATERIALS	NONE
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SUBTOTAL

631		
Carp	TRIM WINDOWS & DOORS	NONE
Labor	TRIM BASEBOARDS & CROWN	NONE
	TRIM OUT CLOSETS & SHELVES	NONE
	SPECIALITY MATERIALS	NONE

SUBTOTAL

640		
Mason	BLOCK MATERIALS	NONE
	BRICK MATERIALS	NONE
	MASONRY	NONE
	SAND	NONE
	DURAWALL	NONE
	REINF. STEEL	NONE
	INSULATION	NONE
	SEALER	NONE
	WATER PROOFING	NONE

	LINTELS	NONE
	BRICK LABOR	NONE
	BLOCK LABOR	NONE
	STUCCO	NONE
	CAST STONE MATERIALS	NONE
	CAST STONE LABOR	NONE
		SUBTOTAL
650		
Elec	ELECTRICAL:	WALLIS
	SECURITY SYSTEMS	NONE
	FIRE ALARM SYSTEMS	NONE
	PERMANENT POWER	BY OWNER
	TELEPHONE/DATA/ETC	NONE
		SUBTOTAL
660		
Plmbg	PLUMBING:	WALLIS
	TAP FEES	BY OWNER
		SUBTOTAL
670		
Mech	MECHANICAL/HVAC	WALLIS
		SUBTOTAL
680		
Floor	FLOORING:	NONE
	CARPET	NONE
	TILE	NONE
	COVE BASE	NONE
	FLOOR CLEANING & WAXING	NONE
		SUBTOTAL
690		
Other	PAINTING	NONE
	WALLPAPER	NONE
	LABOR TO HANG	NONE
	APPLIANCES:	NONE
	LABOR TO INSTALL	NONE
	TOILET PARTITIONS	BY WALLIS
	LABOR TO INSTALL	BY WALLIS
	TOILET ACCESSORIES:	BY WALLIS
	LABOR TO INSTALL	BY WALLIS
	MIRRORS	BY WALLIS
	SHOWER DOORS	NONE
	GLASS STOREFRONT	NONE
	SPLASH BLOCKS	NONE
	LOCKERS	NONE
	FLAGS & FLAG POLES	NONE
	TRUCK DOCK BUMPERS	NONE
	STRIPING	NONE
	HANDICAPPED SIGNS	NONE
	LABOR TO INSTALL	NONE
	LANDSCAPING OR SODDING	NONE
	DRESS UP	
	IRRIGATION	NONE

SEPARATE METER

NONE

CLEAN-UP

500.00

SUBTOTAL

WORKER'S COMP. AND GENERAL LIABILITY
INSURANCE INCLUDED.

SUBTOTAL

329,207.86

OVERHEAD

32,920.79

SUBTOTAL

362,128.65

P/P BOND

6,600.00

TOTAL

368,728.65



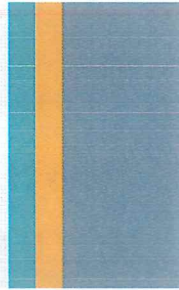
207 FAHRENTHOLD STREET
EL CAMPO, TX 77437

979-543-2696
Fax: 979-543-5006

**EXHIBIT B- CLARIFICATIONS FOR CONSTRUCTION OF FORT BEND COUNTY
BLUERIDGE PARK RESTROOMS**

1. The water and waste water letter fee is not included since the project has not been finalized with the City of Houston.
2. Our utility contractor believes that a plan and profile will be needed/required to tie into the sanitary manhole. Since Kaluza performed the engineering for the park, we are assuming that they (Kaluza) can perform a plan/profile to get permitted.
3. Since we don't have a soils report, we made assumptions to figure 15' excavation for utilities. If water table is exposed additional to be charged for dewatering if necessary. See Exhibit C attached
4. We have included a conduit with pull string as shown on Exhibit D for power. We have not included any wire or labor to pull and hook up restroom. The electrician performing the electrical at park to perform this. See Exhibit D attached
5. All spoils from excavation of pad to be spread on-site
6. All spoils from utilities to be spread on-site

Wallis Concrete, LLC
P.O. Box 789
646 Wallis Concrete Road
Wallis, TX 77485
800-852-7880
979-478-6734
sales@wallisconcrete.com
rfischer@wallisconcrete.com



January 29, 2026

Blueridge Park
Fort Bend County
5600 Court Rd
Houston, TX 77051

Reference: Restroom Building for Blueridge Park

One Six Stall Restroom with all stainless-steel fixtures delivered to your accessible job site, Blueridge Park, 5600 Court Rd, Houston, TX 77051 is priced at **\$249,540.86**. The building will arrive as two modules which would then be unloaded and joined to form one building, placed on an approved building pad provided by others. The building pad should be designed according to the geo-tech investigation performed at the building site. The job site needs to be accessible for the required equipment for transfer and placing of the building modules. We will furnish the crane to unload and place the building in a safe and non-destructive manner. The site contractor will be required to complete the weld connections. We will provide the labor and materials to "weather in" the building. Once the building is placed, the plumbing and electrical can be connected by the contractor.

We will have a Wallis Concrete, LLC representative at the job site to receive the building and answer any questions or concerns dealing with the building. ****This estimate is valid for 60 days****

Thank you,

Robert C. Fischer
Wallis Concrete, LLC



Manufacturers of **Since 1980** Precast, Pre-Engineered Modular Structures





Backup Utility Contractors, Inc.

3818 Reese Rd.
Rosenberg, TX 77471

Phone: (281) 238 - 8699
Fax: (281) 238 - 8717

January 29, 2026



RE: Sanitary, Water & Electric to serve Blueridge Park 5600 Court Rd. Houston, TX 77051

We are pleased to submit the following proposal:

MOBILIZATION

1.	Mobilization (haul-in/haul-out)	\$3,400.00LS	\$ 3,400.00
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TOTAL \$ 3,400.00

WATER DISTRIBUTION

1.	Water 4" x 4" TS&V	\$3,500.00LS	\$ 3,500.00
2.	Water 4" SCH 40 PVC	200LF @ \$30.00	\$ 6,000.00
3.	Water connect to restroom building	\$1,200.00LS	\$ 1,200.00
4.	COH code enforcement permits	\$140.00LS	\$ 140.00

TOTAL \$10,840.00

SANITAY

1.	Sanitary build in place MH on existing 15" main, drop pipe assy., trench safety, 14VF deep	\$18,800.00LS	\$18,800.00
2.	Sanitary 48" dia. manhole	1 @ \$4,500.00	\$ 4,500.00
3.	Sanitary 6" SCH 40 PVC	225LF @ \$40.00	\$ 9,000.00
4.	COH excavation permit	\$300.00LS	\$ 300.00
5.	COH OCE permit	\$150.00LS	\$ 150.00

APPROVED CITY OF HOUSTON PLAN & PROFILE WILL BE REQUIRED FOR SANITARY MANHOLE

TOTAL \$32,750.00

ELECTRICAL

1. Electrical secondary 3" SCH 40 150LF @ \$30.00 \$ 4,500.00

TOTAL \$ 4,500.00

TOTAL FOR PROJECT: \$51,490.00

Note:

1. Includes removal from site excess utility spoil.
2. Owner/GC responsible for testing lab and construction staking. (private utilities)
3. Does not include any COH tap or impact fees.
4. Water meter deposit to be paid by owner when water account is open.
5. Off-site connections require a P & P. Proposal may be adjusted once approved plans are available.
6. Dewatering operations are not included in this proposal and will be a change order over the above estimate.

Any alteration or deviation from above mentioned plans involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Thank you again for the opportunity to bid this project and if you have any questions don't hesitate to call me.

Thank You,



Jerry L. Shelton, Jr.
Backup Utility Contractors, Inc.

EXHIBIT B

Prevailing Wages

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: TX20240247 06/14/2024
Superseded General Decision Number: TX20230247

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	06/14/2024

	Rates	Fringes
ASBE0022-009 07/03/2023		
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
BOIL0074-003 07/01/2023 BOILERMAKER	\$ 37.00	24.64
CARP0551-008 04/01/2021 CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/29/2023 ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
ELEV0031-003 01/01/2024 ELEVATOR MECHANIC	\$ 51.32	37.885+a+b
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
IRON0084-002 06/01/2023 IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
PLAS0783-001 04/01/2023 PLASTERER	\$ 31.34	10.30
PLUM0068-002 10/01/2023		

PLUMBER	\$ 31.34	10.30
PLUM0211-010 10/01/2023		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.31	12.61
SHEE0054-003 04/01/2020		
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
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.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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/government-contracts.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office for the area in which the survey was conducted because National Office has 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.

