

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR GENERAL CONTRACTING SERVICES PER RFP 14-071
 NEW OFFICE BUILDING & ADDITION TO BUD O'SHIELES COMMUNITY CENTER**

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 Bass Construction Co., Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide General Contracting Services for the construction of the new office building and addition to the Bud O'Shieles Community Center (hereinafter "Services") pursuant to RFP 14-071; 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 described in the New Office Building and Addition to the Bud O'Shieles Community Center Drawings and Specifications issued for the Building Permit and Bidding dated September 8, 2014, defined as the Scope of Services and further described in Exhibit A, attached hereto and incorporated herein for all purposes.

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 Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one million four hundred seventy-eight thousand two hundred sixty-one dollars and no/00 (\$1,478,261.00). 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 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County one (1) scanned (pdf) and two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

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 one million four hundred seventy-eight thousand two hundred sixty-one dollars and no/00 (\$1,478,261.00), 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 one million four hundred seventy-eight thousand two hundred sixty-one dollars and no/00 (\$1,478,261.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the building permit from the City of Rosenberg and end no later than three hundred (300)

calendar days 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. If Contractor has not substantially completed the tasks described in the Scope of Services within the time of performance, or as adjusted by extension of time approved by Commissioners Court, County will deduct (from the final payment, as liquidated damages), the sum of three hundred dollars and 00/00 (\$300.00) per calendar day that tasks remain not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which County will sustain per day by failure of Contractor to substantially complete work within contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against Contractor.

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

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 from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers Compensation 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.

10.2 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.

10.3 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 written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.4 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 two (2) years beginning from the time the work under this Contract is completed.

10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

10.8 Builders Risk Insurance: Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such

property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

Section 11. Performance and Payment Bond

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

Section 12. Indemnity

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

12.1 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 (15th) 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.

12.2 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 any contract unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

12.3 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 Respondent are not at issue in the matter.

12.4 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.

12.5 The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.

12.6 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 agreement, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise from said Contractor's operations. Such provisions shall be in form satisfactory to County.

12.7 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. The terms and conditions of the Agreement are not proprietary or confidential information.

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
Richmond, Texas 77469

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

Contractor: Bass Construction Co., Inc.
1124 Damon Street
Rosenberg, Texas 77471

15.3 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 Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

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. Severability

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

Section 23. Publicity

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

Section 24. Captions

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

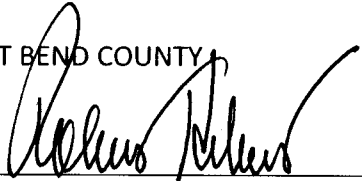
Section 25. Conflict

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

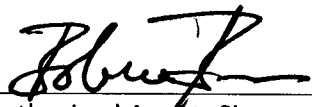
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 9th day of December, 2014.

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FORT BEND COUNTY


Robert E. Hebert, County Judge

BASS CONSTRUCTION CO, INC.


Authorized Agent- Signature

Bob W. Bass
Authorized Agent- Printed Name

ATTEST:

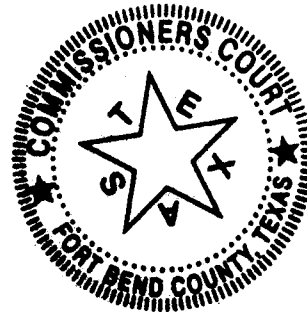

Dianne Wilson, County Clerk

PRES.
Title

12-4-14
Date

APPROVED:


James Knight, Facilities Management/Planning Director



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EXHIBIT A

EXHIBIT 1 - VALUE ENGINEERING, QUALIFICATIONS, EXCLUSIONS

11/26/14 7:50 AM

ORIGINAL PRICE: \$1,587,000.00

Value Engineering

1) Lime Stabilization

Deduct: -\$10,112.00

In lieu of constructing the Building Pad per Spec Section 313200, paragraph 1.2.A.1, the Building Pad is to be constructed per the following option found on page 5 of Geotechnical Study, prepared by Arm Soil Testing, on May 19, 2014, which states:
Undercut upper 4 feet of existing high plasticity expansive clays and replace with compacted low plasticity structural fill or top the existing soils with 4 feet of compacted low plasticity structural fill.

2) Waterproofing Material

Deduct: -\$6,871.00

- a) Replace the self-adhering sheet barriers found in Spec Section 072715 with Sonneborn 700b.
- b) Replace the 7 oz copper flashing found in Spec Section 042000 with Poly Guard 400 40 mil self adhering flexible flashing.

3) Canopies

- a) Delete all 3 canopies as designed and called out on drawings:

Deduct: -\$20,088.00

- A2.00 Rev 10/12/2014
- A2.02 Rev 10/01/2014
- A2.04 Rev 09/08/2014
- A2.03 Rev 09/08/2014
- A3.02 Rev 09/08/2014
- S202 Rev 10/01/2014

- b) Add 3 each 4' x 15' Extruded Aluminum, Column Supported Canopies in Clear Anodized Finish. Locations to be as shown on drawings:

Add: \$10,163.26

- A2.00 Rev 10/12/2014
- A2.02 Rev 10/01/2014
- A2.04 Rev 09/08/2014
- A2.03 Rev 09/08/2014
- A3.02 Rev 09/08/2014
- S202 Rev 10/01/2014

4) Storefront / Glazing / Framing

- a) Delete the following paragraphs from spec section 084100 which call for special engineering requirements:

Deduct: -\$2,439.00

- 1.6.B.1
- 1.7.C.1

- b) Change Frame Finish from Class 1 (per paragraph 2.4.B of Spec Section 084100) to Class 2.

Deduct: -\$728.00

5) HVAC Ductwork Shop Drawings	Deduct: -\$4,972.00
Delete the following words from Spec Section 013300 item 1.4.D.2.i - "Sheet Metal Work" (shop drawings)	
6) HVAC Misc Items	Deduct: -\$3,035.00
a) Delete Hot Gas Bypass requirement for Split DX Systems in note 7 on drawing M0.02. b) Delete Hail Guards for Condensing Units required per lines 8 and 11 on drawing M0.02 c) Change Aluminum Air Outlets shown in Air Outlet Schedule on drawing M0.02 to steel. d) Utilize perforated return air grilles in lieu of egg-crate	
7) Light Fixture Package	Deduct: -\$4,937.00
For Light Fixtures Type "A" and "AE" change the model from Lithonia 2RT8S 232 MVOLT BINP PWS 1836 L835HTS to Lithonia 2AV G 232 MDR MVOLT GEB 10IS on drawing E0.02 See attached cut sheets (2 pages).	
8) Pre-Eng Metal Building	Deduct: -\$9,897.00
a) Revise roof line from a "Dutch-hip" to a "hip" style on drawings A2.03, A3.00, A3.01, A4.01 b) To accommodate "hip" style roof, revise building from 4 bays to 3 bays. Exact bay spacing to be by building manufacturer c) Revise Floor plans and Exterior Elevations to accommodate revised locations of building frames on drawings A2.00, A2.01, A2.02, A3.00, A3.01, S2.01, S2.02	
9) Soffits	Deduct: -\$9,798.00
Delete Soffit around new office building and revise detail 13/A4.02 to more closely match detail 17/A4.02. Refer to drawings A2.02, A2.03, A3.00, A3.01, A4.00, A4.01, A4.10	
10) Connector Building Between New Office Bldg and Existing	Deduct: -\$14,857.00
a) Delete enclosed Entrance Lobby Room #158 b) Add 1 each 10'-3" x 11'-6" Extruded Aluminum, Column Supported Canopy in Clear Anodized Finish where Room #158 was. Refer to drawings A2.00, A2.01, A2.02, A2.03, A3.00, A3.01, A5.06, S202, E3.01	
11) Carpeting	Deduct: -\$941.00
a) In description for CPT-1 on drawing A5.06, change words "Carpet Tile" to "Carpet Rolls". b) Replace spec section 096813 - Tile Carpeting with a Roll Carpet spec.	

12) Ceiling Tile**Deduct:** \$0.00

On drawing A2.02. revise Keynote C07 in the Multipurpose Education Room 003 to say "Replace existing ceiling tiles. Existing grid to remain".

13) Kitchen Equipment**Deduct:** -\$55,227.00

All Kitchen Equipment to be furnished and installed under separate contract. Kitchen Equipment is not in the general contractor's scope of work.

VALUE ENGINEERING SUBTOTAL -\$133,738.74**REVISED PROPOSAL PRICE** \$1,453,261.26**Qualifications**

- a) The Window Treatments are to be provided only at exterior windows of the New Office Building
- b) No additional HVAC work is shown or included in the existing facility.

Exclusions

- Lightning Protection
- Intrusion Detection / Alarm System
- Intercom System
- Public Address System
- Audio / Video System
- Data Cabling
- CCTV / Surveillance System
- Access Control
- Ansul System
- Expansion Joint Covers
- Fiberglass Reinforced Panels
- Flooring in the Walk-In-Freezer
- Visual Display Boards

FEATURES & SPECIFICATIONS

INTENDED USE — The Avante 2x4 is a general lighting luminaire for large spaces including open offices, circulation areas, classrooms, libraries, cafeterias, airport ticketing and wait areas, and numerous other commercial applications. Static or air functions available. **Certain airborne contaminants can diminish integrity of acrylic.** Click here for Acrylic Environmental Compatibility table for suitable uses.

CONSTRUCTION — Housing is gloss white enamel on cold rolled steel. All edges hemmed or rounded. All shieldings pivot on light traps and swing down for easy lamp access.

Molded light traps prevent light leaks between shielding and endplates.

All air and screw slot units supplied with screw-on tee bar clips. Ballast access is from below.

OPTICS — Twin matte white polyester powder paint finished reflectors provide uniform light distribution. Optimal low brightness diffuse aluminum stepped reflectors available.

All diffusers control direct light distribution and glare by shielding lamps from direct view.

Metal diffuser staggered round holes (MDR) 52% open perforated metal with .075" diameter holes backed with white acrylic diffuser.

Straight blade louver (SBL) sides of perforated metal with staggered round holes and solid blade louvered center. Sides and louver backed with white acrylic diffuser.

Metal diffuser aligned mini slots (MDM) 46% open perforated metal backed with white acrylic diffuser.

Acrylic diffuser prismatic lens (ADP) extruded acrylic lens backed with white acrylic diffuser.

Metal diffuser with center slots (MDC) 52% open metal, .075" diameter holes with 1" wide solid center. Slotted with 1/2" x 2" open slots. Diffuser is backed with white acrylic overlay.

ELECTRICAL — All ballasts supplied are class P, thermally protected, resetting, HPF, non-PCB, UL Listed, CSA certified. Ballasts are sound rated A. Standard combinations conform to UL 935.

INSTALLATION — Trims available for standard 1" and 9/16" tee bar or screw slot grids.

Fixtures can be row mounted end-to-end.

Drywall ceiling adaptors available.

LISTINGS — UL Listed to US and Canadian safety standards. Chicago plenum approved and NYC approved (see Options).

Avante is covered by one or more of the following patents: 5,988,829; 399,586; 411,641; 413,402; 2,212,513; 87,513.

WARRANTY — 1-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

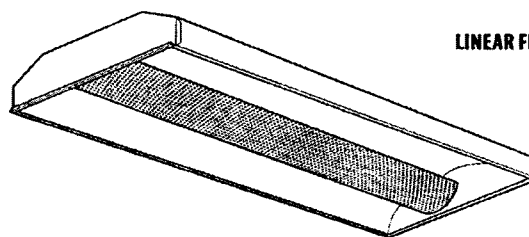
Actual performance may differ as a result of end-user environment and application.

Note: Specifications subject to change without notice.

Catalog Number	2AV G 2 32 MDR MVOLT GEB10IS
Notes	
Type	A

Avante
 Direct/Indirect Lighting

2AV 2'x4'



LINEAR FLUORESCENT

T8

1, 2 or 3 lamps

Specifications

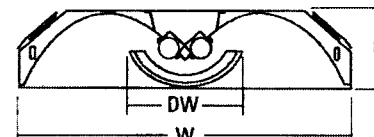
Length: 48 (121.9)

Width: 24 (61.0)

Diffuser width: 8 (20.3)

Depth: 5-1/2 (14.0)

5-7/8 (14.9) for air fixture



All dimensions are inches (centimeters) unless otherwise indicated.

ORDERING INFORMATION For shortest lead times, configure product using **bolded options**.

Example: 2AV G 2 32 MDR MVOLT GEB10IS

2AV				32			
Series	Trim type	Air function	Number of lamps	Lamp type	Diffuser	Voltage	Options
2AV 2' wide	G Grid trim ST Screw slot	(blank) Static (no air function) A Air return/supply	1 2 3 Not included	32 32W T8 (48")	MDR Metal diffuser, round holes SBL Straight blade louver, round holes MDM Metal diffuser, mini slots ADP Acrylic diffuser, linear prismatic lens MDC Metal diffuser, round holes with large center slots ¹ Others available.	MVOLT ² 347 Others available.	GEB10IS Electronic ballast, ≤ 10% THD, instant start GEB10PS Electronic ballast, ≤ 10% THD, programmed rapid start ADZT Advance "Mark VII" low voltage dimming SS100 1.0 ballast factor, SIMPLY ³ system ¹ ALG Acrylic litter guard ¹ EL14 Emergency battery pack (nominal 1400 lumens, see Life Safety section) GLR Internal fast-blow fuse ⁴ HW Hardwire for SIMPLY ³ system, replaces RELOC [®] wiring PWS1836 6' prewire, 3/8" dia., 18-gauge, 3 wires NY3 New York City approved CP Chicago plenum approved APB Air pattern control blades ¹ <u>Reflector option</u> ASR Aluminum stepped reflector

Accessories: Order as separate catalog number.

DGA24 Drywall ceiling adapter, unit installation. Use G trim plus DGA accessory for fixture trim flange and fixture support in plaster or plasterboard ceilings.

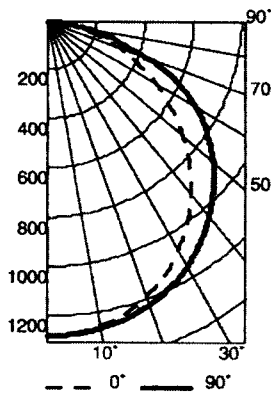
Notes

- Refer to options and accessories section for more detailed information.
- MVOLT (120 - 277 volt).
- SIMPLY³ system includes 13' SSSSC RELOC wiring system. Specify voltage unless HW (hardwire) or PWS1836 is ordered.
- Must specify voltage, 120 or 277.

VALUE ENGINEERED FIXTURE

2AV 2x4 Direct/Indirect Lighting

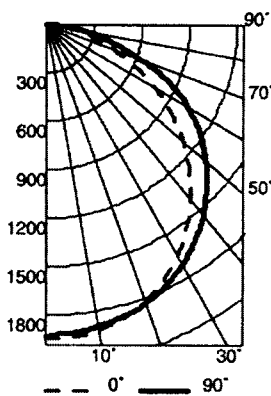
2AV G 2 32 MDR, (2) 32W T8 lamps, 2850 lumens per lamp, s/m 1.2 (along) 1.3 (across), test no. LTL 10121



CP Summary		ROR	pf	Coefficients of Utilization												Zonal Lumen Summary			
				pc	80%			20%			50%			Zone	Lumens	% Lamp	% Fixture		
					pw	70%	50%	30%	50%	30%	10%	50%	30%					10%	
0°	1280	1280	0	81	81	81	79	79	79	76	76	76	0° - 30°	1010	17.7	26.0			
5°	1279	1277	1	74	71	68	69	66	64	66	64	62	0° - 40°	1669	29.3	43.0			
15°	1233	1253	2	67	61	57	60	56	52	58	54	51	0° - 60°	3015	52.9	77.7			
25°	1141	1194	3	61	54	48	53	47	43	50	46	42	0° - 90°	3882	68.1	100.0			
35°	1005	1101	4	56	47	41	46	41	36	45	40	36	90° - 180°	0	0.0	0.0			
45°	828	969	5	51	42	36	41	36	31	40	35	31	0° - 180°	3882	68.1	100.0			
55°	623	806	6	47	38	32	37	31	27	36	31	27							
65°	406	590	7	44	34	28	34	28	24	33	27	24							
75°	211	291	8	41	31	25	31	25	21	30	25	21							
85°	46	64	9	38	29	23	28	23	19	27	22	19							
90	0	0	10	36	26	21	26	21	17	25	21	17							
Efficiency: 68.1%																			

Efficiency: 68.1%

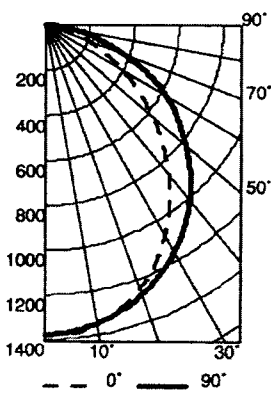
2AV G 3 32 MDR, (3) 32W T8 lamps, 2850 lumens per lamp, s/m 1.3 (along) 1.3 (across), test no. LTL 10155



CP Summary		pf	pc	Coefficients of Utilization										Zonal Lumen Summary			
				80%		20%				50%		Zone	Lumens	% Lamp	% Fixture		
				70%	50%	30%	50%	30%	10%	50%	30%					10%	
0°	90	ROR	pw	70%	50%	30%	50%	30%	10%	50%	30%	10%					
0°	1934		0	81	81	81	79	79	79	76	76	76	0° - 30°	1529	17.9	26.2	
5°	1941		1	74	71	68	69	67	64	66	64	62	0° - 40°	2527	29.6	43.3	
15°	1880		2	67	62	57	60	56	52	58	54	51	0° - 60°	4552	53.2	78.0	
25°	1747		3	61	54	48	53	47	43	51	46	42	0° - 90°	5837	68.3	100.0	
35°	1539		4	56	48	41	47	41	37	45	40	36	90° - 180°	0	0.0	0.0	
45°	1275		5	51	42	36	42	36	31	40	35	31	0° - 180°	5837	68.3	100.0	
55°	956		6	47	38	32	37	32	27	36	31	27					
65°	611		7	44	34	28	34	28	24	33	28	24					
75°	298		8	41	31	26	31	25	21	30	25	21					
85°	66		9	38	29	23	28	23	19	28	23	19					
90	0		10	36	27	21	26	21	17	26	21	17					
Efficiency: 68.3%																	

Efficiency: 68.3%

2AV G 3 32 MDR ASR, (3) 32W T8 lamps, 2850 lumens per lamp, s/m 1.2 (along) 1.3 (across), test no. LTL 10120



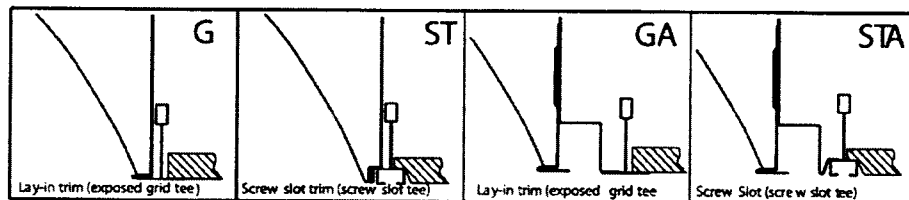
CP Summary		pf	pc	Coefficients of Utilization										Zonal Lumen Summary			
				80%		20%				50%		Zone	Lumens	% Lamp	% Fixture		
				pw	70%	50%	30%	50%	30%	10%	50%					30%	10%
0°	1377	1377	0	50	50	50	49	49	49	47	47	47	0° - 30°	1051	12.3	29.2	
5°	1380	1370	1	46	44	42	43	41	40	41	40	39	0° - 40°	1697	19.9	47.1	
15°	1309	1317	2	42	39	36	38	35	33	36	34	32	0° - 60°	2907	34.0	80.6	
25°	1171	1223	3	38	34	31	33	30	28	32	29	27	0° - 90°	3606	42.2	100.0	
35°	974	1090	4	35	30	26	30	26	24	29	26	23	90° - 180°	0	0.0	0.0	
45°	745	920	5	32	27	23	26	23	20	26	23	20	0° - 180°	3606	42.2	100.0	
55°	511	728	6	30	24	21	24	20	18	23	20	18					
65°	297	514	7	28	22	18	22	18	16	21	18	16					
75°	134	254	8	26	20	17	20	17	14	19	16	14					
85°	33	54	9	24	19	15	18	15	13	18	15	13					
90	0	0	10	23	17	14	17	14	12	16	14	12					
Efficiency: 42.2%																	

Efficiency: 42.2%

For additional photometric information, visit our website at www.lithonia.com.

MOUNTING DATA

Ceiling Type	Appropriate Trim Type
Exposed grid tee (1" and 5/16")	G
Concealed grid tee	G
Screw slot	ST
Plaster or plasterboard	G*



*DGA accessory available to provide ceiling trim flange and fixture support for plaster or plasterboard ceiling. Recommended rough-in dimensions for DGA installation is 24-3/4" x 48-3/4" (Tolerance is +1/8", -0").



An Acuity Brands Company

FLUORESCENT One Lithonia Way, Conyers, GA 30012 Phone: 800-858-7763 Fax: 770-929-8789 www.lithonia.com © 2007-2014 Acuity Brands Lighting, Inc. All rights reserved. Rev. 08/04/14

2AV-2X4 T8

Bud O'Shieles - Preliminary Schedule of Values

Dec 1, 2014	Pricing w/ VE
General Conditions	\$170,647.23
Allowance 1	\$5,000.00
Demolition	\$19,032.90
Earthwork	\$88,624.19
Termite Control	\$502.08
U/G Utilities	\$48,341.17
Erosion Control	\$2,373.92
Striping	\$2,805.97
Fencing	\$10,385.90
Concrete	\$158,384.35
Masonry	\$84,890.17
Steel Fabrication	\$2,075.49
Steel Erection	\$1,967.40
Rough Carpentry	\$4,154.36
Finish Carpentry / Millwork	\$12,939.05
Damp / Water Proofing	\$21,354.07
Insulation	\$17,932.59
Roof Curb	\$593.48
Doors, Frames, Hardware	\$47,314.59
OH Doors	\$6,100.97
Glass / Glazing	\$49,527.69
Stucco	\$0.00
Metal Studs / Drywall	\$104,006.48
Acoustical Ceiling	\$39,883.03
Tile, Resilient, Carpet	\$27,494.63
Painting	\$16,380.04
Toilet Accessories	\$1,870.65
Signage	\$2,999.45
Canopies	\$10,088.00
Kitchen Equip	\$0.00
Window Treatments	\$1,816.05
Pre-Engineered Metal Bldg Fab	\$92,773.46
Pre-Engineered Metal Bldg Labor	\$45,359.69
Soffit Material	\$0.00
Soffit Labor	\$0.00
Plumbing	\$81,470.54
HVAC	\$115,782.07
Electrical	\$149,334.29
Fire Alarm System	\$9,055.31
Owner Contingency	\$25,000.00
Total	\$1,478,261.26

EXHIBIT B

***Amended 9/19/14**

***24.0 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: TX140089 09/05/2014 TX89

Superseded General Decision Number: TX20130089

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	05/09/2014
3	07/18/2014
4	08/01/2014
5	09/05/2014

ASBE0022-002 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.75	.85
BOIL0074-002 01/01/2013		
BOILERMAKER	\$ 22.71	20.63
CARP0551-003 04/01/2014		
Carpenter (Acoustical Ceiling Work Only)	\$ 21.97	7.98

ELEC0716-004 08/29/2011

ELECTRICIAN (Including Pulling Wire, and Low Voltage
Wiring and Installation of Fire Alarms; Security Systems,
Telephones, and Computers)

\$ 27.65 7.70

ELEV0031-001 01/01/2013

ELEVATOR MECHANIC

\$ 37.545 25.185

FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

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

PLAS0681-002 04/01/2005

PLASTERER

Galveston County

\$ 20.15 3.20

* PLUM0068-005 10/01/2013

Plumbers (Excluding HVAC Pipe)

\$ 31.30 9.49

PLUM0211-007 10/01/2013

Pipefitters (Excluding HVAC Pipe)

\$ 29.39 10.31

SFTX0669-001 07/01/2013

SPRINKLER FITTER (Fire Sprinklers)

\$ 26.36 16.62

* SHEE0054-005 07/01/2014

Sheet Metal Worker (Includes HVAC System Installation and
Excludes HVAC Duct)

\$ 25.67 12.39

SUTX2005-014 04/28/2005

Asbestos Abatement Worker (Ceilings, Floors, & Walls)

\$ 14.00 0.00

BRICKLAYER

\$ 18.00 0.00

Carpenter (excluding Acoustical Ceiling Work)

\$ 15.94 0.00

CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
DRYWALL FINISHER/TAPER	\$ 12.21	0.92
Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
Formbuilder/Formsetter	\$ 11.03	0.00
GLAZIER	\$ 14.01	2.72
INSULATOR -BATT AND FOAM	\$ 11.00	0.00
IRONWORKER, REINFORCING	\$ 12.01	0.00
IRONWORKER, STRUCTURAL	\$ 16.15	0.00
Laborers:		
Common	\$ 9.60	0.00
Mason Tender (Brick)	\$ 10.27	0.00
Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER	\$ 10.75	1.47

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

25.0 PERMITS:

It shall be the sole responsibility of the successful Respondent to obtain any required permits in the name of Fort Bend County.