

STATE OF TEXAS §

COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR
CONSTRUCTION SERVICES PER SOQ 15-036
FAIRGROUND BLEACHERS**

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

THAT, WHEREAS, the parties have executed and accepted that certain *Agreement for Construction Services Per SOQ 15-036 Fairground Bleachers* on or about February 24, 2015 (hereinafter the "Agreement"); incorporated by reference and attached hereto as "Original Agreement;"

WHEREAS, the parties desire to add Services to the original Scope of Services and increase the compensation provided for in said Agreement; and incorporate the following changes as if a part of the Agreement; and

WHEREAS, except as provided, herein, all terms and conditions of the Agreement shall remain unchanged.

NOW, THEREFORE, the parties do mutually agree as follows:

Article I. Scope of Services

The Scope of Services to be conducted by the Contractor for the County as described in the Agreement is amended to add demolition and support services, as more specifically described in the attached **Exhibit C**.

Article III. Compensation and Payment

3.1 An additional amount of seventy-six thousand, eight hundred and twenty-five dollars and no/100 (**\$76,825.00**) is now made available for the services described in **Exhibit C**. The Maximum Compensation paid to Contractor for services provided under the Agreement and this amendment shall not exceed five hundred and seventy-five thousand, nine hundred and twenty-five and no/100 cents (**\$575,925.00**), inclusive. In no case shall the amount paid by County under this Agreement and this amendment 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.


Article IV. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Addendum to the Agreement, that County shall have available the total maximum sum hereinafter certified as available by the Fort Bend County Auditor 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 Addendum to the 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 the amount certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.

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 9 day of June, 2015.

FORT BEND COUNTY



Robert E. Hebert, County Judge

SOUTHERN BLEACHER COMPANY INC.



Authorized Agent- Signature

Garrett Peltus

Authorized Agent- Printed Name

Vice President

Title

ATTEST:



Laura Richard, County Clerk

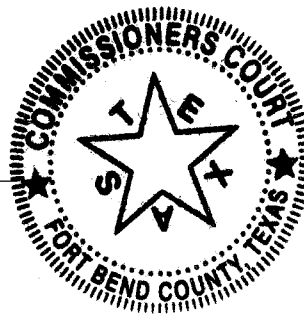
6/2/15

Date

APPROVED:

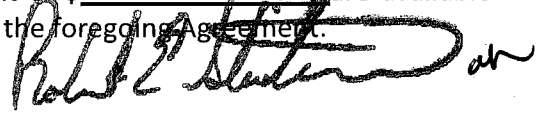


Michel Davis, Parks Director



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 575,925.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

I/2015 agreements/purchasing 06.02.2015

Attachments:

- Exhibits A-B: Included in Original Agreement

- Exhibit C: New Services Quotation dated June 1, 2015

- Original Agreement: Executed on or about February 24, 2015

Exhibit C:

New Services Quotation dated June 1, 2015



Southern
BLEACHER
COMPANY Inc.

GRANDSTANDS
BLEACHERS
STADIUMS

PO BOX ONE
GRAHAM, TX 76450

TOLL FREE
800/433-0912

FAX
940/549-1365

E-MAIL
info@southernbleacher.com

WEB SITE
www.southernbleacher.com



ESTABLISHED
1946

June 1, 2015

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

Re: New North Side Grandstands for Fort Bend County Fairgrounds

Thank you for the opportunity to provide pricing for a new grandstand for the Fort Bend County Fairgrounds in Rosenberg, TX. I have attached a set of drawings on which I have based this quotation. Please see that the grandstand includes overall seating for 2933 people. There are individual chairs in the Lower Rows and aluminum bench seats in the Upper Rows. We will discuss the numbering system and I will provide the numbers and a seating manifest to you included in the cost below.

The grandstand will have a galvanized steel understructure and a completely closed Tongue-in-Groove aluminum decking system. All systems and amenities are described in the attached drawings.

Please note that after both being at your site and visiting your website, I elected to provide a color scheme for chairs and facades that will be "American Flag" based (Red & Blue). This can be changed to any of our standard colors if you have other ideas.

Also please note that pursuant to our conversations on site, we have positioned our structure to span over the Electrical Building and also provided the location for you to provide a concrete saw cut and removal of concrete slabs that lie in the footprint of the new grandstand. As mentioned you will demolish the other existing building, provide any other removal of existing structures/concrete including the existing grandstand, and any relocating of existing utilities.

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

Additionally I have provided an Add Cost to complete the demolition of the existing grandstands, concrete for grandstand support and the existing block building that lies in the footprint of the new grandstand.

Installed cost including new concrete footings	<u>\$ 499,100.00</u>
Add for demolition w/P & P Bonds	<u>\$ 76,825.00</u>

Exclusions:

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

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

Sincerely,


Jim McCain

Original Agreement:

Executed on or about February 24, 2015

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION SERVICES PER SOQ 15-036
FAIRGROUND BLEACHERS**

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

WITNESSETH

WHEREAS, County desires that Contractor provide Construction Services for the bleachers at the Fort Bend County Fairgrounds (hereinafter "Services") pursuant to SOQ 15-036; and

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

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

AGREEMENT

Section 1. Scope of Services

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

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

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

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is four hundred ninety-nine thousand one hundred dollars and zero cents (\$499,100.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of four hundred ninety-nine thousand one hundred dollars and zero cents (\$499,100.00). specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed four hundred ninety-nine thousand one hundred dollars and zero cents (\$499,100.00).

Section 5. Time of Performance

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

Section 6. Modifications and Waivers

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

Section 7. Termination

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

2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
 - D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence

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

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (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.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
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Section 11. Performance and Payment Bond

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

Section 12. Indemnity

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

Section 13. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services

to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
 - D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
 - E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
-

Section 14. Independent Contractor

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

Section 15. Notices

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

County: FBC Parks and Recreation Department
Attn: Parks Director
9555 Highway 6
Missouri City, TX 77459

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

Contractor: Southern Bleacher Company, Inc.
ATTN: Jim McCain
PO Box One
Graham, TX 76450

- C. ~~Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:~~

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

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

Section 17. Performance Warranty

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

Section 18. Assignment and Delegation

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

Section 19. Applicable Law

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

Section 20. Successors and Assigns

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

Section 21. Third Party Beneficiaries

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

Section 22. Severability

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

Section 23. Publicity

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

Section 24. Captions

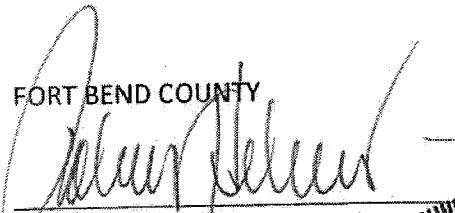
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 24 day of February, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

SOUTHERN BLEACHER COMPANY INC.


Authorized Agent- Signature

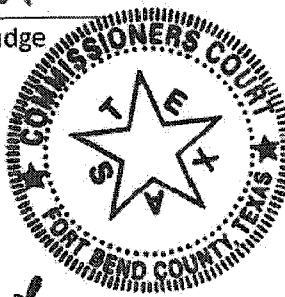
Garrett Pothus
Authorized Agent- Printed Name

Vice President
Title

2/17/15
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:


Michel Davis, Parks Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 499,100 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A
Scope of Service



Southern
BLEACHER
COMPANY Inc.

GRANDSTANDS
BLEACHERS
STADIUMS

PO BOX ONE
GRAHAM, TX 76150

TOLL FREE
800/433-0912

FAX
940/569-1365

E-MAIL
info@southernbleacher.com

WEB SITE
www.southernbleacher.com



ESTABLISHED
1946

February 16, 2015

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

Re: New North Side Grandstands for Fort Bend County Fairgrounds

Thank you for the opportunity to provide pricing for a new grandstand for the Fort Bend County Fairgrounds in Rosenberg, TX. I have attached a set of drawings on which I have based this quotation. Please see that the grandstand includes overall seating for 2933 people. There are individual chairs in the Lower Rows and aluminum bench seats in the Upper Rows. We will discuss the numbering system and I will provide the numbers and a seating manifest to you included in the cost below.

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Also please note that pursuant to our conversations on site, we have positioned our structure to span over the Electrical Building and also provided the location for you to provide a concrete saw cut and removal of concrete slabs that lie in the footprint of the new grandstand. As mentioned you will demolish the other existing building, provide any other removal of existing structures/concrete including the existing grandstand, and any relocating of existing utilities.


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

Installed cost including new concrete footings \$ 499,100.00

Exclusions:

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

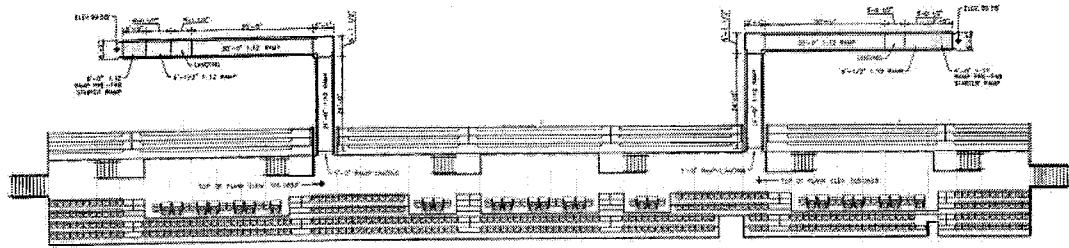
The anticipated completion time is 120 days from notice to proceed.

Sincerely,

Jim McCain

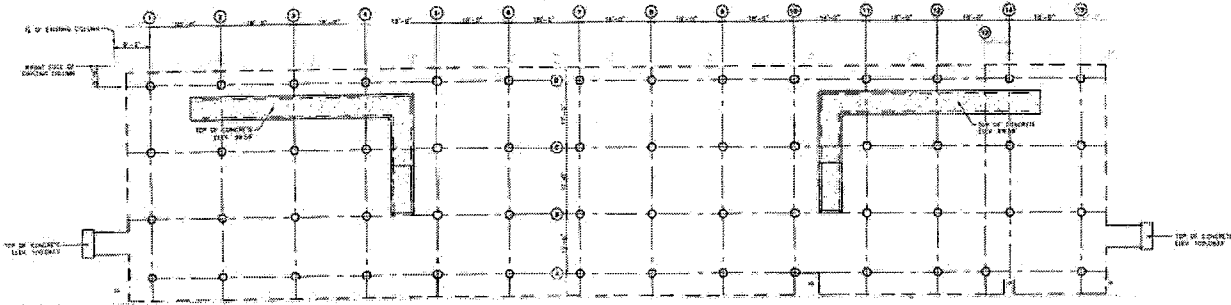
Fort Bend County
Design/Build Replacement of
Fair Ground Bleachers
Q15-036

Understanding Scope of Work:

Design, Fabricate, and Install New Permanent Grandstand Systems



RAMP PORTAL LAYOUTS
SCALE: 1/8" = 1'-0"



FOOTING LAYOUT
SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

Southwest
ENGINEERING & ARCHITECTURE

FORT BEND COUNTY PARKBOUNDS
POSED AREA
ROSENBERG, TEXAS

8/10/18
1806028

4 4

EXHIBIT B

Chapter 2258 of the Texas Government Code Requirements

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.
