

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 ~~seventy seven thousand four hundred eighty eight dollars and zero cents (\$77,488.00)~~ one hundred and two thousand, four hundred and five dollars and 00/100 (\$102,405.00), 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 ~~seventy seven thousand four hundred eighty eight dollars and zero cents (\$77,488.00)~~ one hundred and two thousand, four hundred and five dollars and 00/100 (\$102,405.00).

Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended.

If there is a conflict between this document and the Exhibits, the contents of this document shall prevail. If there is a conflict between this First Amendment and any prior executed document, the provisions of this First Amendment shall prevail.

Remainder left blank

Execution page follows

EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:


FORT BEND COUNTY:



Robert E. Hebert, County Judge

July 7, 2015
Date

Attest:



Laura Richard, County Clerk



BASS CONSTRUCTION CO., INC."



Signature

6/22/15
Date

BUCK BASS

Printed Name

V.P.

Title

Attachments:

EXHIBIT ONE: AGREEMENT FOR CONSTRUCTION SERVICES PER Q15-046
DESIGN/BUILD EQUIPMENT BARN AT FREEDOM PARK

EXHIBIT C: BASS CONSTRUCTION CHANGE ORDER DATED 6.16.2015

MTR:/Agreements/2015/Purchasing 06.22.15

EXHIBIT ONE:

AGREEMENT FOR CONSTRUCTION SERVICES PER Q15-046
DESIGN/BUILD EQUIPMENT BARN AT FREEDOM PARK

FIRST AMENDMENT TO
AGREEMENT FOR CONSTRUCTION SERVICES PER Q15-046
DESIGN/BUILD EQUIPMENT BARN AT FREEDOM PARK

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION SERVICES PER Q15-046
DESIGN/BUILD EQUIPMENT BARN AT FREEDOM PARK**

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 Design/Build Services for Fort Bend County for an Equipment Barn to be located at Freedom Park (hereinafter "Services") pursuant to Q 15-046; 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. Scope shall include the base services as well as the addition listed in "Alternate One."
- 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.

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 eighteen calendar weeks 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.

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.

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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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.

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

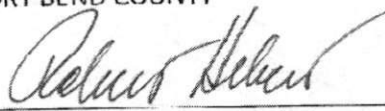
- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services 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.

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 3 day of March, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

BASS CONSTRUCTION CO., INC.


Authorized Agent- Signature

Bob W. Bass
Authorized Agent- Printed Name

ATTEST:

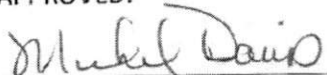

Laura Richard, County Clerk



Pres.
Title

2/26/15
Date

APPROVED:


Michel Davis, Parks Director

I/2015 agreements/purchasing 02.05.15 02.23.15

EXHIBIT A

Scope of Service

PRE-ENGINEERED METAL BUILDING

- All labor, material, and equipment to furnish and install:
 - o 25'W x 70'L x 10'EH double slope building with 2:12 roof pitch,
 - o Roof and Wall sheets to be 26 gauge "R" panel with siliconized polyester finish in standard color,
 - o 1 each 3070 personnel door with canopy.
 - o 3 each 10'W x 8'H Overhead Coiling Doors with 26 gauge curtain sheets and chain hoist,

SCHEDULE

- Delivery of metal building should take approximately 12-14 weeks after Notice to Proceed,
- Erection of metal building should be completed approximately one month after delivery.

TOTAL PRICE	\$76,067	(1,750 sf @ \$44.55 / sf)
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ALTERNATES

- | | | |
|---|-----|-----------|
| - 1) Add 3" of Insulation in roof and walls | Add | \$1,421 ✓ |
| - 2) Add 4 each 12" x 10' Long Ridge Vents | Add | \$2,995 |

CLARIFICATIONS / ASSUMPTIONS

- This price is good for 60 days from date of proposal.

EXCLUSIONS

- Ramps at rollup doors,
- Gutters and Downspouts,
- Sales Tax,
- All Architectural, Civil, Mechanical, Electrical and Plumbing work,
- Office Trailer, Temp Fencing, Job Sign,
- Testing.

We look forward to working with you on this project. Please let us know if you have any questions or need additional information.

Thanks,
Dave Oliver
Bass Construction

EXHIBIT B

Chapter 2258 of the Texas Government Code Requirements

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.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/15/2014

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 22.02	6.35
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PLAS0079-004 01/01/2010

PLASTERER	\$ 19.42	1.00
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PLUM0068-012 10/01/2013

PLUMBER (Excludes HVAC Pipe Installation)	\$ 31.30	9.49
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PLUM0211-010 10/01/2013

PIPEFITTER (Including HVAC Pipe Installation)	\$ 29.39	10.31
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SHEE0054-003 07/01/2014

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
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BRICKLAYER	\$ 19.86	0.00
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CAULKER	\$ 15.36	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
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DRYWALL FINISHER/TAPER	\$ 16.30	3.71
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DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
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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.

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

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.

EXHIBIT C:

BASS CONSTRUCTION CHANGE ORDER DATED 6.16.2015

FIRST AMENDMENT TO
AGREEMENT FOR CONSTRUCTION SERVICES PER Q15-046
DESIGN/BUILD EQUIPMENT BARN AT FREEDOM PARK



1124 Damon St
Rosenberg, TX 77471
Ph : (281) 342-2022

Change Order

Project:
15-004 Equipment Barn at Freedom Park
18050 Westheimer Parkway
Katy, TX

Change Order: 1
Date: 6/16/2015
Architect's Project:

To Contractor:
Bass Construction Co., Inc.
1124 Damon St.
Rosenberg, TX 77471

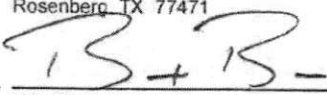
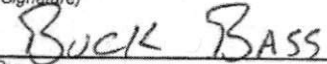
The Contract is changed as follows:
Electrical and Wall to Create Office Space

1 Electrical and Wall to Create Office Space \$24,917.00

- Add interior partition, 3' x 7' door & 3' x 3' window . . . \$5,378
- Install / connect new 200a panel . . . \$9,589 (Service & Feeder)
- Chain-mounted 1 x 4 lights as shown . . . \$5,955 (Lights & Branch; Excludes Emergency Lighting)
- Electrical outlets, switches and branches as shown . . . \$3,995 (Plugs, Switches & Branch)

The original Contract Amount was	\$77,488.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$77,488.00
The Contract will be increased by this Change Order in the amount of	\$24,917.00
The new Contract Amount including this Change Order will be	\$102,405.00
The Contract Time will be TBD.	
The date of Substantial Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	Bass Construction Co., Inc. CONTRACTOR 1124 Damon St. Rosenberg, TX 77471	Fort Bend County OWNER 301 Jackson St. Richmond, TX 77469
_____ (Signature)	 _____ (Signature)	_____ (Signature)
By	By 	By
Date	Date 6.17.15	Date

