

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

**AGREEMENT FOR CONSTRUCTION OF NEW SHERIFF'S OFFICE ADMINISTRATION BUILDING  
 RFP 17-095**

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 Teal Construction Company (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor complete construction of a new administration building for the Sheriff's Office at a total estimated size of 48,644 square feet Richmond, Texas, (hereinafter "Services") pursuant to RFP 17-095; 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 Contractor's Value Engineering letter dated November 2, 2017 and its proposal dated October 3, 2017 submitted in response to County's Request for Proposal, both attached hereto as Exhibit A 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 exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is nine million nine hundred twenty-one thousand nine hundred dollars and no/100 (\$9,921,900.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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 Contractor shall submit all "Applications for Payment" (as herein defined) for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10<sup>th</sup>) day of each calendar month during the progress of the Services. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:

3.3.1 A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Contractor certifying that:

3.3.1.1 The proportionate part of the Services described in such Application for Payment has been performed;

3.3.1.2 Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;

3.3.1.3 There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;

3.3.1.4 All due and payable bills with respect to the Services have been paid to date or are included in the amount requested in the current Application for Payment, and

3.3.1.5 Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.

3.3.2 A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by

Contractor with a statement certifying those matters set forth in clauses 3.3.1.1 through 3.3.1.5 of subparagraph 3.3.1 above, certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.

3.3.3 An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Services for which County or Contractor might be responsible or encumbered (less amounts withheld by Contractor) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in the Texas Property Code Section 53.085.

3.4 Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon final completion of the entire Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including Services provided by its sub-contractors.

3.5 Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Contractor upon the date determined substantially completed. County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after the Project is accepted by the County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. County shall have received from Contractor a lien waiver or an affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of liens for labor or service performed or rendered and material supplied or furnished, in connection with the construction and installation of the Project), and with respect to this Agreement, Contractor shall have provided County the Final Certificate of Occupancy for the building.

3.6 Upon payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to Section 3.5, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

**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 nine million nine hundred twenty-one thousand nine hundred dollars and no/100 (\$9,921,900.00), 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 nine million nine hundred twenty-one thousand nine hundred dollars and no/100 (\$9,921,900.00).

**Section 5. Time of Performance**

5.1 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 four hundred (400) 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.

5.2 If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

**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 presented for payment by Contractor to County. Contractor's final Pay Application 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 (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance 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.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 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 including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 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 that work under the Agreement is completed.

10.4 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 County for loss or damage occurring during the Work and shall name Contractor as the named insured and County 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**

**12.1 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.**

12.2 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 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.

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

12.4 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 Contractor are not at issue in the matter.

12.5 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.

12.6 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

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

12.8 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.

**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, Suite 301  
Richmond, Texas 77469

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

Contractor: Teal Construction Company  
Les Chipman, Vice President  
1335 Brittmore Road  
Houston, Texas 770433

15.3 A 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 exhibits 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 date signed by the last party hereto.

FORT BEND COUNTY

TEAL CONSTRUCTION COMPANY

Grady Prestage

Les Chipman

Grady Prestage, Commissioner, Precinct 2  
Presiding Officer, Commissioners Court, November 28, 2017

Authorized Agent - Signature

11-28-17  
Date

Les Chipman  
Authorized Agent - Printed Name

ATTEST:



Laura Richard  
Laura Richard, County Clerk

Executive Vice President  
Title

Nov. 16, 2017  
Date

APPROVED:

James Knight  
James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer  
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$9,921,900<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



Teal Construction Company Construction Managers General Contractors 1335 Brittmoore - Houston, Texas 77043 713-465-8306 Fax 713-465-9837

November 2, 2017

James Knight  
Director Facilities  
Fort Bend County  
301 Jackson Street, Suite 301  
Richmond, TX 77469

Re: Fort Bend County - Sheriff Administration Building


Dear Mr. Knight,

We are pleased to present the attached list of items that the team determined to be the best value for the County for the new Sheriff Administration Building. The attached list has been agreed upon between the team through meeting discussion on Value Engineering opportunities.

As per Fort Bend County, Huitt-Zollars, and other design consultants Teal Construction has presented pricing requests to the "best value" subcontractor of each scope of work identified in the attached list of items. All line items have been thoroughly vetted within Teal Construction's team. It is our understanding, that this letter, along with the itemized list and narrative, which describes each item will collectively be made part of the contract documents. The total accepted value engineering savings is \$110,100. With direction from Fort Bend County, an Owner's Contingency of \$195,000 has been added to the contract amount. The new total contract value will be \$9,921,900.

If you have any questions or comments about the attached documentation, please don't hesitate to contact me. We are excited to have the opportunity to build a relationship with Fort Bend County and continue our partnership with Huitt-Zollars building new facilities to support your community. Thank you for the opportunity!

Sincerely,  
Teal Construction Company



Les Chipman  
Executive Vice President

**Fort Bend County Sheriff's Administration Building**



**List of Accepted VE Items**

1	Use 1" Armaflex on outdoor refrigerant in lieu of 2'	(\$1,000)	HVAC
2	Use 1-1/2" closed cell urethane on outdoor CHW in lieu of 3" open cell fiberglass	(\$1,000)	HVAC
3	Use standard aluminum jacket on outdoor CHW in lieu of Z-Lock	(\$1,000)	HVAC
4	Provide staged electric heat instead of SCR for fan powered boxes	(\$2,000)	HVAC
5	Provide plenum slot diffusers in lieu of linear diffusers Marks G and H	(\$3,000)	HVAC
6	Change chillers from screw type to scroll type	(\$28,000)	HVAC
7	Delete Duct Cleaning. Openings will be sealed during construction.	(\$40,000)	HVAC
8	Eliminate the elevator control room closet on Level 2 and place the controllers in the top floor Jamb at Level 3	(\$6,000)	ELEVATOR
9	Reduce the elevator speed from 200fpm to 150fpm	(\$1,500)	ELEVATOR
10	Change exterior doors from thermal doors to standard non-thermal	(\$13,000)	GLASS
11	Change punched window frames from 2-1/4" X 6" Kawneer 2250 IG window wall to kawneer 2" X 6" storefront	(\$5,500)	GLASS
12	Change 4-5/8" Arriscraft to 3-5/8"	(\$4,500)	MASONRY
13	Use standard CMU at the service yard in lieu of custom CMU	(\$3,600)	MASONRY
14	<b>TOTAL VE COST REVISIONS</b>	<b>(\$110,100)</b>	
	Original Bid Day Price	\$9,837,000	
	VE Contract Amount	\$9,726,900	
	Owner Contingency	\$195,000	
	<b>Total Contract Value</b>	<b>\$9,921,900</b>	

**Fort Bend County Sheriff's Administration Building**

**Cost Reduction Options**



Original Contract Amount **\$9,837,000**

Item #	Description	Potential Savings	Accepted	Not Accepted
1	Delete antimicrobial coating on the duct work	(\$19,000)		(\$19,000)
2	Use 1" Armaflex on outdoor refrigerant in lieu of 2'	(\$1,000)	(\$1,000)	
3	Use 1-1/2" closed cell urethane on outdoor CHW in lieu of 3" open cell fiberglass	(\$1,000)	(\$1,000)	
4	Use standard aluminum jacket on outdoor CHW in lieu of Z-Lock	(\$1,000)	(\$1,000)	
5	Remove primer from CHW pipe	(\$1,000)		(\$1,000)
6	Provide staged electric heat instead of SCR for fan powered boxes	(\$2,000)	(\$2,000)	
7	Remove main line fusing from fan powered boxes	(\$1,000)		(\$1,000)
8	Remove air flow switches from fan powered boxes	(\$1,000)		(\$1,000)
9	Provide steel ceiling grilles in lieu of aluminum	(\$1,000)		(\$1,000)
10	Provide plenum slot diffusers in lieu of linear diffusers Marks G and H	(\$3,000)	(\$3,000)	
11	Change chillers from screw type to scroll type	(\$28,000)	(\$28,000)	
12	Remove single point power for AHU-4	(\$2,000)		(\$2,000)
13	Remove controls Qty: 4 @ VAV-0A (if it is being used for LEED point)	(\$3,000)		(\$3,000)
14	Base Screw Chiller: remove coil coatings	(\$10,000)		(\$10,000)
15	Base Screw Chiller: remove louvered coil guards and base wire guard	(\$3,500)		(\$3,500)
16	Base Screw Chiller: remove 2nd to 5th entire unit warranty	(\$12,000)		(\$12,000)
17	VE Scroll Chiller: remove coil coatings	(\$8,000)		(\$8,000)
18	VE Scroll Chiller: remove louvered coil guards and base wirer guards	(\$2,000)		(\$2,000)
19	VE Scroll Chiller: remove 2nd to 5th year entire unit warranty	(\$12,000)		(\$12,000)
20	VE Scroll Chiller: remove unit mounted disconnect, provide power block	(\$700)		(\$700)
21	Omit (4) water pressure sensors and the requirement to monitor each CHW pumps suction and discharge pressure	(\$2,500)		(\$2,500)
22	Omit (8) water temperature sensors and wells as well as the requirement to monitor each AHU CHW coils entering and leaving water temperature	(\$1,500)		(\$1,500)
23	Omit (56) total duct temperature sensors and the requirement to monitor discharge air temperature of each VAV box	(\$1,300)		(\$1,300)
24	To provide and install stainless steel wall plate temperature sensors (with no set point adjust or override) in lieu of the specified zone temperature sensors for each VAV box zone	(\$2,900)		(\$2,900)
25	Omit (54) current sensors and the requirement to monitor the fan status of each VAV box	(\$2,500)		(\$2,500)
26	Delete Duct Cleaning. Openings will be sealed during construction.	(\$40,000)	(\$40,000)	
27	There are 132 Type 'D' doors. Change 100 from type D to type G or F. In other words deduct \$100/door.	(\$10,000)		(\$10,000)
28	Eliminate the elevator control room closet on Level 2 and place the controllers in the top floor Jamb at Level 3	(\$6,000)	(\$6,000)	
29	Reduce the elevator speed from 200fpm to 150fpm	(\$1,500)	(\$1,500)	
30	Reduce (48) trees from 3" caliper to 2.5" caliper DEDUCT \$4500			
31	OR Reduce (48) trees from 3" caliper to 2" caliper	(\$9,000)		(\$9,000)
32	Install hydro mulch in lieu of solid sod	(\$10,500)		(\$10,500)
33	Change exterior doors from thermal doors to standard non-thermal	(\$13,000)	(\$13,000)	
34	Change frame finish from Class I clear to Class II clear anodized	(\$6,000)		(\$6,000)
35	Change punched window frames from 2-1/4" X 6" Kawneer 2250 IG window wall to kawneer 2" X 6" storefront	(\$5,500)	(\$5,500)	
36	Electrical VE (submittal to follow soon)	(\$20,000)		(\$20,000)
37	Change 4-5/8" Arriscraft to 3-5/8"	(\$4,500)	(\$4,500)	
38	OR use cast stone in lieu of Arriscraft	(\$10,800)		(\$10,800)
39	Use standard CMU at the service yard in lieu of custom CMU	(\$3,600)	(\$3,600)	
40				
41				
42	<b>Total of Cost Savings</b>	<b>(\$263,300)</b>	<b>(\$110,100)</b>	<b>(\$153,200)</b>
43	<b>Budget if all savings taken</b>	<b>\$9,573,700</b>		
44	<b>Budget with selected items</b>		<b>\$9,726,900</b>	

October 3, 2017

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

RE: Fort Bend County RFP 17-095 - Sheriff's Office Administration Building Project # R304152.01

Dear Selection Committee-

Teal Construction is pleased to submit our proposal for the Sheriff's Office Administration Building. We look forward to beginning a relationship with Fort Bend County and continuing our relationship with Huitt-Zollars building new facilities to support the county. It is our mission to build structures and life-long relationships through integrity, innovation, high-performance and an experienced professional team. We have multiple unique qualities that will prove to put Teal above the competition

**Supreme Experience in Municipal/County Government Facilities**

Teal Construction Company has completed several civic projects including renovations and upgrades and has the understanding of how a high profile project should be managed and delivered. We understand that all projects should be managed with a delicate hand, but in public projects a level of sensitivity must be done due to public safety and interest. Teal has worked with the multiple public entities and has delivered outstanding end results to produce the quality product the client was envisioning. The amount of continued clients shows that we put the owner and end user first.

**Exceptional Team Members & Local Subcontractors**

Teal Construction Company has been around for over 65 years and has kept a steady company size throughout their time. We keep the company size small, but efficient, because we do not want any client, design team or future clients to be lost in the mix as it may happen with some larger construction companies. Teal wants every client to feel as though they are always heard and can contact us at anytime. We will always work to communicate directly with our team and perform all necessary tasks that are requested. Teal views our subcontractors as part of our team and knows without quality subcontractors, we would not deliver the product our client needs. We work diligently at keeping our excellent subcontractors and reaching out to new ones that can continue to support Teal's growth.

**Safety at the Forefront**

Teal Construction Company puts safety at the forefront of every project and our organization. Each project has a specified safety plan that is unique to the projects scope and surroundings; providing the client, staff and community with a safe construction environment. We are proud members of the ABC OSHA State Cooperative program which proves our dedication to ensuring the highest level of safety on all of our projects. We have been a recipient of ABC's STEP award since 2008 and have reached Platinum Level every year since 2009.

**Dedicated Close-Out Coordinator**

With all construction projects it seems that the Close-Out process can be tedious and be dragged out. This doesn't benefit the client, subcontractors or Teal. Every project has to start and finish with the same excitement and persistence. We have a dedicated close-out coordinator that works with our project management team from the beginning of the project to the end to guarantee that the owner has all close-out documentation within 30 days of substantial completion.

We ensure that we have provided Fort Bend County with the best team for the Sheriff's Office Administration Building. Please feel free to contact me on any questions you may have with our proposed team or qualification package.

Sincerely-



Jennifer King  
Director of Marketing  
Teal Construction Company



RFP 17-095

Exhibit I: Pricing

Total Price: \$ 9,837,000.<sup>00</sup>

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

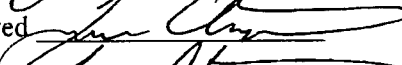
Addendum No 1 dated 8/25/17

Received



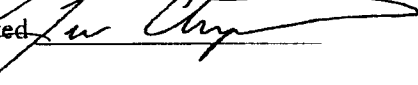
Addendum No 2 dated 8/30/17

Received

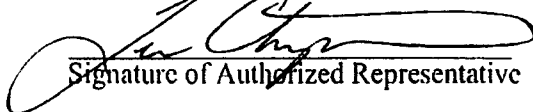


Addendum No 3 dated 9/25/17

Received



Teal Construction Company  
Name of Respondent



Signature of Authorized Representative

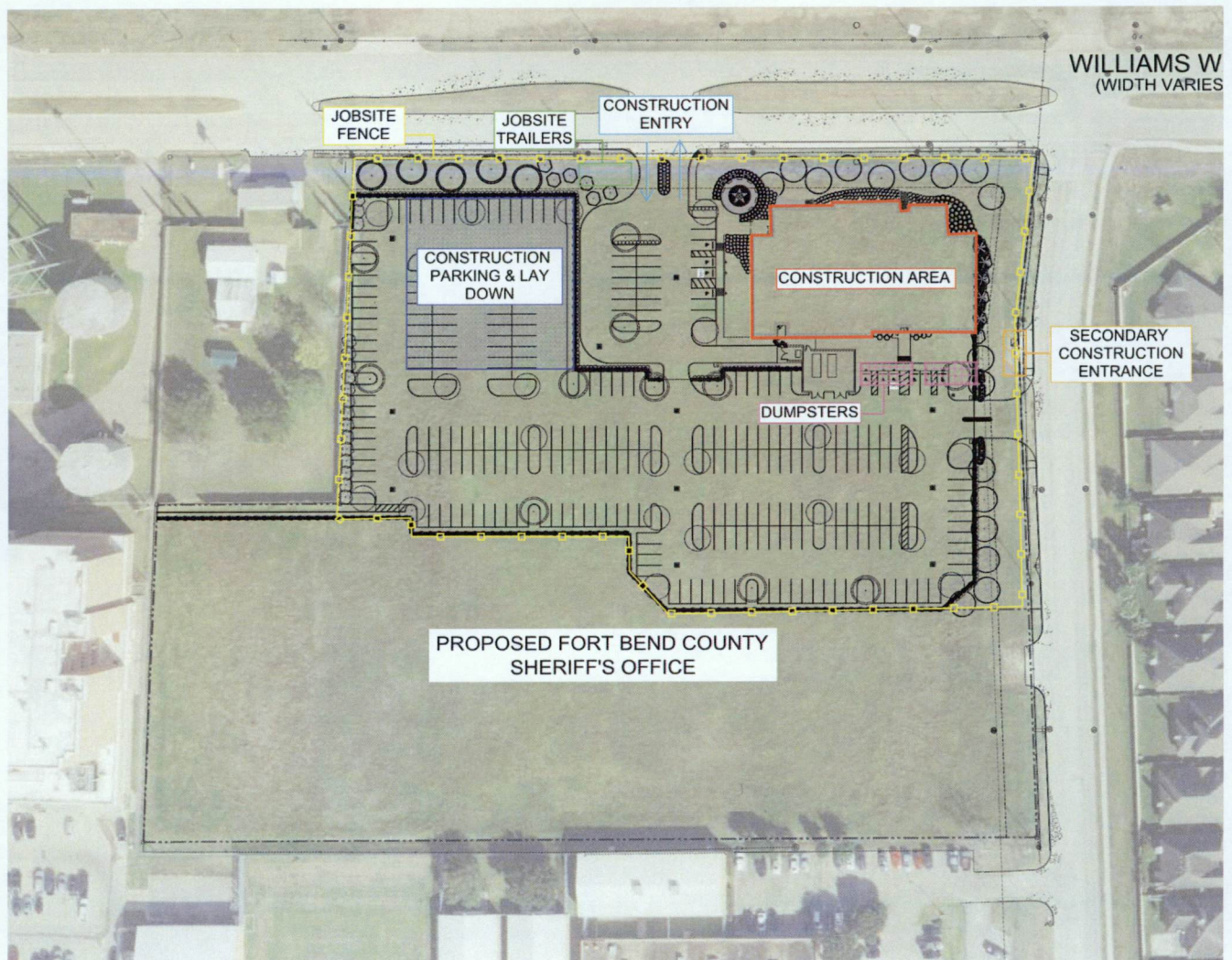
Les Chipman  
Printed Name of Representative

Respondents must express, in detail, their understanding of this specific project. In addition, describe how the project requested will be provided and managed. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Please find the logistic plan below on how the project will be laid out.

The project and site in general is fairly simple logistically. The site being a green field allows for little disruption and changes around the site. The location of the site is populated which dedication will be done in the contract negotiations and early stages to understand the traffic flow to allow for scheduling major deliveries to the site. The construction entrance will be off Williams Way with a secondary entrance, if necessary, at the existing entry on Golfview Drive. Teal has laid staging to be on Northwest portion of the parking lot which will later be moved when the parking is being constructed. Due to the size of the paving area, the paving will be installed in portions and the staging and parking will move during the phased concrete pours. After the total parking lot is completed, Teal will take measures in protecting the finished surfaces. The laydown area will be out of the area of the utility installation to not disrupt the construction.

The building construction will be fairly simple with excavation of six feet for the building pad then starting on the prep for the foundation. We will leave the areas adjacent to the building open to have full access during the structural steel erection and pouring of the floor decks. Teal does not see any major issues with being able to construct the building or site.



**TEAM ORIENTATION**

Teal's construction goal is to practice professional management techniques applied to planning, design and construction from inception to completion for the purpose of controlling quality, safety, timeliness, and costs.

Teal Construction has a vested interest in the cohesion of all collaborating members of the team. With this philosophy in mind, we approach all projects with the careful consideration of how we create the strongest relationship possible between the owner, design team and Teal Construction. We actively seek out collaboration among all team members in order to achieve a greater benefit from the team's combined expertise than that which could be realized from each individual's separate input.

The ability to work as a team starts at the beginning of the project when the project team clearly defines the goals for the project. When building the goals the team has to have a full understand of the client's vision for the project and all outcomes and expectations that are present for the project. The goals are met through the project by having an open line of communication, proactive approaches to all challenges, constructive criticisms, motivation through team members, and a full understand of roles and responsibilities. All of the ground work that we have laid to keep a transparent and cohesive process in the preconstruction phase, will greatly benefit the construction phase by eliminating any questions of the communication lines and construction outcomes.

Our collaborative efforts include:

- Offering differing cost options of methods and material through value engineering
- Quality and safety audits
- Lead frequent team meetings
- Hold weekly subcontractor meetings
- Provide 2-week "look ahead" schedules to the entire project team

With our team's extensive background in public work, we believe that we would be best qualified for the project. We establish and keep our team, as proposed in the qualifications, from preconstruction to construction which eliminates the learning curve. A poor quality, poor managed project does not benefit any team or end-user and that's why we build each relationship through trust, quality, and a proactive approach to each project. Teal's track record is proven by multiple repeat clients and architects.

**QUALITY OF WORK, TECHNOLOGY, SCHEDULES**

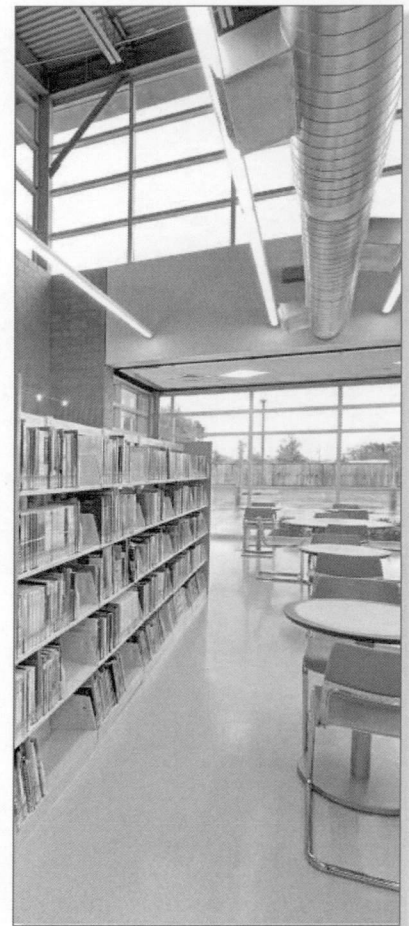
We have developed and utilize a number of monitoring and information management systems throughout all phases of the project to make certain that critical steps are not ignored or overlooked.

Timberline is a popular program in the construction industry that we have utilized for many years; all of our office staff are extremely proficient in its use. It compiles all project specifics in one central database, with customized inquiries and reports. It allows us to quickly get to the details that will identify

**SUCCESS STORY**

"Speaking from the Architect's point of view, Teal Construction Company brings insight through experience, a close attention to detail, and a "team" mentality to the project. This combination of characteristics has proved to be invaluable during construction. Our experiences with Teal have shown us that Teal Construction Company is intentional to understand the design intent of the contract documents and actively works toward providing the Owner the best possible end product."

-Ray Holliday, AIA, ASLA, LI  
Director  
BRW Architects



issues before they grow into problems. We can stay on top of subcontracts and performance, effectively manage change orders, and compare actual costs against budgets.

Additionally, it gives project managers live, up-to-the-minute cost and project detail for aid in solid decision-making while keeping track of RFIs, submittals, purchase orders, subcontracts, and change orders. It eliminates workflow redundancies and saves time.

Some of the key reports/records we utilize:

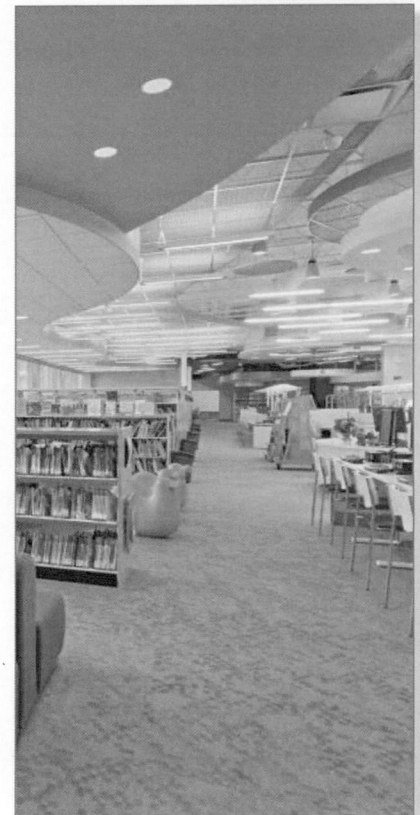
- Communication/Correspondence Logs*
- Meeting Agendas & Minutes*
- Drawing Log*
- RFI Log*
- Submittal Log*
- Cost-to-Date Report*
- Cost-to-Complete Report*
- Committed Cost Report*

Teal Construction implements Microsoft Project Critical Path and/or Primavera software for project scheduling and tracking. It is designed to assist project managers in developing plans, assigning resources to tasks, tracking progress, managing budgets and analyzing workloads. The application creates critical path schedules that can be resource leveled, and chains are visualized in a Gantt chart. This incorporates all phases of work, contractors and owner's, necessary for the client to obtain the intended facilities within the required time.

We perform quality and safety audits by our safety manager and third party safety inspectors. The safety inspectors document any conditions that need to be fixed or looked at and provide our superintendent with a detailed list of not only what but why OSHA would mark this. The report is published to a cloud based website where Teal employees can access and send the reports to designated subcontractors. The system is very informative and helps educate both Teal and the subcontractors which will prevent any accidents in the future. On a monthly basis, Teal holds monthly meetings where a safety topic is reviewed to continue to educate our employees and to keep us up-to-date on OSHA requirements.

Our Superintendent and Project Manager will hold weekly subcontractor meetings to go over schedules and performance. At the meeting, Teal will discuss overall construction schedule, two-week look ahead schedule, status of material delivery, safety toolbox topic, and facilitate conversations between subcontractors to ensure there are limited to no conflicts during construction.

**Weekly jobsite subcontractor meetings with both Project Manager & Superintendent help facilitate conversations between trades to ensure that all parties are up to date on what needs to be done prior to hitting the jobsite. These meetings are also used to discuss safety topics that pertain directly to the work done on each specific project.**



**QUALITY CONTROL**

Quality Assurance is the means by which Teal Construction ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract.

The Quality Control Program shall be adequate to cover all construction operations, including both onsite and off-site activities, and shall be coordinated with quality control measures that include monitoring of source materials and field work to ensure conformance with the required standard of quality established in the contract documents. Teal's superintendent and the subcontractors' superintendents will be onsite at all times during the work and have the authority to effectively resolve any quality control issues that may arise, including stopping the work.

The superintendent and project controls manager will conduct and implement the following quality control procedures for each definable feature of work:

*PRE INSTALLATION INSPECTION*

Prior to the start of each separate definable segment of work or prior to the start of work a coordination meeting is held between our superintendent, supervisory and quality control representatives for all appropriate subcontractors. The purpose of the meeting is to ensure there are no misunderstandings regarding the quality and the technical requirements of the contract.

*INITIAL INSPECTION*

Upon completion of particular scope of work Teal's superintendent and the subcontractor's superintendent will meet to review the adequacy of the work accomplished. Once approved, the representative sample will become the baseline of quality by which ongoing work is compared for quality and acceptability. To the maximum extent, approved representative samples of work shall remain visible until all scopes of work in the appropriate category are complete. During this inspection, all issues with non-compliant work will be resolved. The initial inspection should be repeated for each subcontractor that works on-site or at any time acceptable, specified quality standards are not being met.

*FOLLOW-UP INSPECTION*

Daily checks are performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular scope of work. Final follow-up checks are conducted and all deficiencies corrected prior to the start of additional scopes of work that may be affected by the deficient work. The contractor will not build upon or conceal deficient work. Deficient work will be clearly explained on the daily report under items of concern and noted on the items of concern/punch list.

*FINAL ACCEPTANCE INSPECTION*

After we have completed all items on the punch list generated by Teal Construction, we will request a final acceptance inspection on a definite date. A notice will be sent to the Owner to establish this date and time.

Rarely does it happen on projects, if a continued pattern of nonconforming work is done by a subcontractor then Teal would take measures to terminate the contract and replace the subcontractor.



**Safety**

Teal Construction is 100% committed to safety and continually exceeds industry standards. Safety is a priority for our company and we focus on maintaining a safe environment for our employees, subcontractors, owners, and the general public. For each project Teal is involved in we build a site specific safety plan as well as require our subcontractors to do the same. We utilize a third party safety consultant to inspect our jobsite monthly to ensure all employees and subcontractors are following OSHA standards. The safety consultant provides internal education classes for all OSHA topics once a month.

Through creative training and education programs, we provide our employees and subcontractors with the tools, knowledge and resources they need to increase safety, reduce risk and improve loss control on every project we manage.

Maintaining a good safety record is beneficial for both the client and contractor. A good safety record results in lower overhead cost in terms of insurance premiums, increases project and worker efficiency, and a successful project for all involved.

Teal Construction values our safety program and strives to exceed industry standards. We are proud members of the ABC OSHA Cooperative program, which proves our dedication to ensuring the highest level of safety on all of our projects. **We have also been a recipient of ABC's STEP award since 2008 and have reached Platinum Level every year since 2009.**

**CRITICAL SUCCESS FACTORS**

- Site Specific Safety Plans*
- OSHA 10-hour & 30-hour training for site and office management*
- Leading Edge Safety Strategies*
- Core Values*
- Personal Commitment to Safety*
- Industry leader and partner in safety innovation*
- Third Party Auditing System*
- Strict subcontractor adherence & training*
- Award winning track record*

**Goal on all jobs = ZERO ACCIDENTS**

0

INCIDENTS IN

**Experience Modifier Rate**

2017	0.88
2016	0.84
2015	0.94
2014	0.95
2013	0.81

10

YEARS WITH

OVER 1

MILLION WORKING HOURS



OSHA Form 200	2016	2015	2014	2013
# of injuries/illnesses	0	0	0	0
# of lost time accidents	0	0	0	0
# of recordable cases	0	0	0	0
# of fatalities	0	0	0	0
Average # of employees	68	59	50	44
<b>Hours worked</b>	<b>138,175</b>	<b>118,048</b>	<b>101,852</b>	<b>81,753</b>



## Fort Bend County Sheriff's Administration Building

ID	Task Name	Duration	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July
1	Notice to Proceed Issued - Construction	1 day	Mon 10/30/17	Mon 10/30/17	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B
2	Major Milestones	197 days	Wed 2/28/18	Fri 11/30/18																						
3	Slab Complete	0 days	Wed 2/28/18	Wed 2/28/18																						
4	Steel Erected	0 days	Wed 4/11/18	Wed 4/11/18																						
5	Roof Complete	0 days	Wed 5/16/18	Wed 5/16/18																						
6	Dried In	0 days	Thu 9/13/18	Thu 9/13/18																						
7	Permanent Elec Power On	0 days	Mon 7/9/18	Mon 7/9/18																						
8	HVAC Start Complete	0 days	Thu 9/13/18	Thu 9/13/18																						
9	Drywall Finish	0 days	Thu 8/9/18	Thu 8/9/18																						
10	All Finishes Complete	0 days	Thu 10/4/18	Thu 10/4/18																						
11	Substantial Completion	0 days	Fri 11/30/18	Fri 11/30/18																						
12	Permanent Electrical Power	178 days	Thu 11/21/17	Mon 7/9/18																						
24	Procurement (Purchasing Plan)	3 days	Mon 10/30/17	Wed 11/14/17																						
35	Submittal Prep and Review (Plan)	90 days	Thu 11/21/17	Wed 3/7/18																						
57	Construction	285 days	Mon 10/30/17	Fri 11/30/18	10/30																					
58	Mobilization	5 days	Mon 10/30/17	Fri 11/3/17	10/30																					
63	Site Work	193 days	Mon 11/6/17	Wed 8/1/18	11/6																					
64	Property Corners & TBM	5 days	Mon 11/6/17	Fri 11/10/17	11/6																					
65	Property Entrance	2 days	Mon 11/6/17	Tue 11/7/17	11/6																					
66	Site Excavation	10 days	Mon 11/6/17	Fri 11/17/17	11/6																					
67	Site Grading	15 days	Mon 11/20/17	Fri 12/8/17	11/20																					
68	Building Pad	5 days	Mon 12/11/17	Fri 12/15/17	12/11																					
69	Site Utilities	30 days	Mon 1/1/18	Fri 2/9/18	1/1																					
70	Site Layout - Drives & Paving	30 days	Thu 2/15/18	Wed 3/28/18	2/15																					
71	Installation of Irrigation Sleeves	15 days	Thu 3/22/18	Wed 4/11/18	3/22																					
72	Stabilization of paving & subgrade	15 days	Thu 4/19/18	Wed 4/25/18	4/19																					
73	Concrete Paving	20 days	Thu 4/26/18	Wed 5/23/18	4/26																					
74	Sidewalks	10 days	Thu 5/24/18	Wed 6/6/18	5/24																					
75	Curbs	10 days	Thu 6/7/18	Wed 6/20/18	6/7																					
76	Landscaping & Irrigation	30 days	Thu 6/21/18	Wed 8/1/18	6/21																					
77	Building	257 days	Thu 11/30/17	Fri 11/23/18	11/30																					
78	Foundation Reinforcing Steel Delivery	1 day	Thu 11/30/17	Thu 11/30/17	11/30																					
79	Lay-out Foundation	5 days	Mon 12/18/17	Fri 12/22/17	12/18																					
80	Drill Piers and Foundation Excavation	25 days	Mon 12/25/17	Fri 1/26/18	12/25																					
81	MEP UNDER SLAB ROUGH-IN	15 days	Mon 1/15/18	Fri 2/2/18	1/15																					
82	Slab Prep and Pour	15 days	Thu 1/25/18	Wed 2/14/18	1/25																					
83	Slab Cure	10 days	Thu 2/15/18	Wed 2/28/18	2/15																					
84	Building Steel Delivery	0 days	Wed 2/27/18	Wed 2/27/18	2/27																					
85	Erect Structure / Deck / All Steel	30 days	Thu 3/1/18	Wed 4/11/18	3/1																					
86	Second and Third Floor Prep & Pour	15 days	Thu 4/12/18	Wed 5/2/18	4/12																					
87	Roofing & Accessories	25 days	Thu 4/12/18	Wed 5/16/18	4/12																					
88	Set HVAC Equipment	5 days	Thu 5/17/18	Wed 5/23/18	5/17																					
89	Overhead MEP Rough-in	60 days	Thu 4/12/18	Wed 7/14/18	4/12																					
90	Exterior Metal Framing	30 days	Thu 4/19/18	Wed 5/30/18	4/19																					
91	Sheathing & Waterproofing	30 days	Thu 5/31/18	Wed 7/11/18	5/31																					
92	Storefront & Glazing - Exterior	45 days	Thu 7/12/18	Wed 9/12/18	7/12																					



# EXHIBIT B

## Prevailing Wages:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX170297 04/14/2017 TX297  
Superseded General Decision Number: TX20160297

State: Texas  
Construction Type: Building  
County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	01/27/2017

ASBE0022-009 12/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 23.42	12.26
BOIL0074-003 01/01/2017		
BOILERMAKER	\$ 28.00	22.35

CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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ELEC0716-005 08/29/2016

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 31.25	9.11
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\* ELEV0031-003 01/01/2016

ELEVATOR MECHANIC	\$ 39.24	29.985+a
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FOOTNOTES:

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

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

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2015

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
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PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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PLUM0068-002 10/01/2016

PLUMBER PLUM0211-010 10/01/2016	\$ 34.35	9.79
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PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.53	11.11
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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
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00

OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies

to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### 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.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Teal Construction  
 Houston, TX United States

Certificate Number:  
 2017-284177

Date Filed:  
 11/15/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

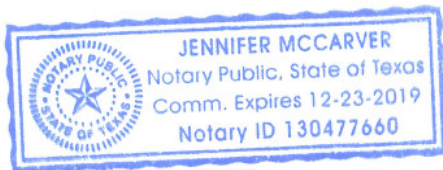
RFP 17-095  
 New Sheriff's Office Administration

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Les Chipman*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Les Chipman, this the 15 day of November, 2017, to certify which, witness my hand and seal of office.

*Jennifer McCarver*  
 \_\_\_\_\_  
 Signature of officer administering oath

Jennifer McCarver  
 \_\_\_\_\_  
 Printed name of officer administering oath

Project Coordinator  
 \_\_\_\_\_  
 Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Teal Construction  
 Houston, TX United States

**Certificate Number:**  
 2017-284177

**Date Filed:**  
 11/15/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**Date Acknowledged:**  
 11/28/2017

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP 17-095  
 New Sheriff's Office Administration

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath