

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
CONSTRUCTION OF SHERIFF'S OFFICE VOCATIONAL BUILDING #2
RFP 16-040**

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

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on February 2, 2016, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

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

1. County shall pay Contractor an additional twenty-seven thousand seven hundred eighty-one dollars and 60/100 (\$27,781.60) to furnish the necessary material, equipment and labor to install a fully functional HVAC system as described in the change order document dated March 11, 2016 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed two hundred sixty-three thousand seven hundred eighty-one dollars and 60/100 (\$263,781.60), authorized as follows:

\$236,000.00 under the Agreement; and
\$27,781.60 under this Amendment.
3. The Time of Performance under the Agreement shall hereby be extended twenty-eight (28) days to complete the additional services to be rendered under this Amendment.
4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an approved written amendment executed by the parties.

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

FORT BEND COUNTY

CRAIN GROUP, LLC

Robert E. Hebert, County Judge

John Green, Vice President

Date

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

James Knight,
Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\SO Vocational Bldg 2\Amend - Construction - SO Voc Bldg 2.Crain.docx

EXHIBIT A

AIA[®] Document G701[™] - 2001

Change Order

PROJECT (Name and address): SO Vocational Building #2 206-C Legion Drive Richmond, Texas 77469	CHANGE ORDER NUMBER: 001 DATE: March 11, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Crain Group, L.L.C. 3801 Knapp Road Pearland, Texas 77584	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: January 25, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

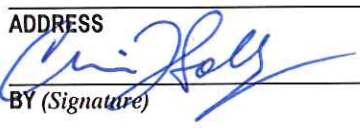
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Furnish necessary material, equipment, and labor to install a fully functional HVAC system in accordance with the contract documents. Furnish necessary material and labor to top out the plumbing in accordance with the contract documents with three (3) wall hydrants deleted. Additional time of twenty eight (28) days needed to procure HVAC equipment. Price includes a credit of \$5,000.00 for louvers that are included in original contract.

The original Contract Sum was	\$ 236,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 236,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,781.60
The new Contract Sum including this Change Order will be	\$ 263,781.60

The Contract Time will be increased by twenty eight (28) days.
 The date of Substantial Completion as of the date of this Change Order therefore is July 5, 2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

NA _____ ARCHITECT (Firm name)	Crain Group, L.L.C. _____ CONTRACTOR (Firm name)	Fort Bend County _____ OWNER (Firm name)
NA _____ ADDRESS	3801 Knapp Road Pearland, Texas 77581 _____ ADDRESS	301 Jackson Street, Suite 719 Richmond, Texas 77469 _____ ADDRESS
_____ BY (Signature)	 _____ BY (Signature)	_____ BY (Signature)
NA _____ (Typed name)	Chris Holley _____ (Typed name) 5/12/16	Judge Robert Hebert _____ (Typed name)
_____ DATE	_____ DATE	_____ DATE



Proposal

4203 FM 1128 Road * Pearland ,

TX 77584 *Tel. (281) 489-

6800*Fax. (281) 489-6801*E-mail: callairtek@yahoo.com

TACLA 23161C

FROM: Hanh Nguyen – President

TO: Crain Group
3801 Knapp Road
Pearland, Texas 77581
Phone: 713-436-8727
Fax: 713-436-8730
Cell: 832-250-9934

JOB NAME AND LOCATION:
FORT BEND SHERIFF'S OFFICE
VOCATIONAL BUILDING #2

www.craingroup.com
brad@craingroup.com

REQUESTED BY: SUSAN MAIGNAUD
DATE: DECEMBER 09, 2015

REVISED MAY 12, 2016

We hereby submit specifications and estimates for: Install A New 5-TON A/C Systems, Exhaust Fans,

- 1. INSTALL ONE (1) 5-TON SPLIT SYSTEMS, 208-230 VAC, 3 PHASE, 13 SEER, CARRIER
CONSISTS OF: ONE AIR HANDLERS, ONE CONDENSING UNITS, ONE ELECTRIC HEATER KITS, ONE DRAIN PAN.
- 2. INSTALL MAIN TRUNKS WITH GALVANIZE SHEET METALS WITH EXTERNAL LINERS.
- 3. INSTALL SUPPLY, RETURN GRILLES, DIGITAL PROGRAMMABLE THERMOSTAT, SAFETY SWITCHES. **\$12,985.00**
- 4. INSTALL THREE (3) EXHAUST FANS WITH DUCTWORKS, SPEED CONTROLLERS, AND THERMOSTATS **\$ 4,979.00**
- 5. INSTALL FIVE (5) NEW LOUVERS WITH DAMPERS **\$ 6,992.00**
- 6. COMPLETE ALL REQUIREMENTS PER MECHANICAL PLANS.

ESTIMATE INCLUDED: EQUIPMENTS, LABOR, PARTS, AND ETC. NEED TO COMPLETE ABOVE WORK

EXCLUSIONS: ELECTRICAL TO EQUIPMENTS, ROOF OR WALL PENETRATION, PATCH AND SEAL, DDC CONTROL, ALL KITCHEN HOOD RELATED, THIRD PARTY AIR BALANCING, WATER HEATERS.

We propose hereby to furnish material and labor – complete in according with the above specifications, for the sum of **\$24,956.00**

TWENTY FIVE THOUSAND DOLLARS

ACCEPTANCE OF PROPOSAL

You are authorized to do the work as specified.
Payment will be made as outlined above.
The above prices, specifications and conditioning are satisfactory and are hereby accepted.

Authorized Signature _____

Date of Acceptance _____

All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will executed only upon written orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accident or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days

Revised Plumbing Proposal

VICMAR PLUMBING, L.L.C.
7703 SAWMILL TRAIL
HOUSTON, TX 77040
TEL. 713-856-8164
FAX. 713-856-9004

DATE: 05-09-2016

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

CRAIN GROUP, L.L.C.
3801 KNAPP ROAD
PEARLAND, TX 77581
TEL. 713-436-8727
FAX. 713-436-8730

Fort Bend County Sheriff's Office
VOCATIONAL BUILDING # 2

We hereby propose to furnish all materials, tools and equipment, and perform the labor necessary for the installation, construction and completion of:

ROUGH-IN FOR 1 WC, 1 LAV, 1 MS, 1 EYE WASH, 1 FD AND 1 EWH IN THE CEILING.
FURNISH VENT PIPE, HOT & COLD WATER PIPE, INSULATION ON ALL HW LINES AND ANY CW LINES IN EXTERIOR WALLS; INSTALL THE CW SERVICE LINE IN THE EXTERIOR WALLS, 4" VENT THROUGH THE ROOF AND CITY INSTECTION.

For the price of: **\$5,300.00 (Five Thousand Three Hundred Dollars & 00/100)**

All materials, tools and equipment, are guaranteed to be as specified, and the labor to be performed in accordance with the drawings and specifications submitted for above work and to be completed in a substantial workmanlike manner.

Respectfully Submitted:

Rene Benitez
Project Manager
Vicmar Plumbing, L.L.C.

Texas State Board of Plumbing Examiners
PO Box 4200. Austin, Texas 78765-4200
Tel. (800) 845-6584 Fax. (512) 450-0637

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION OF SHERIFF’S OFFICE VOCATIONAL BUILDING #2
RFP 16-040**

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 Crain Group, LLC (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor construct Vocational Building No. 2 for the Sheriff’s Office (hereinafter “Services”) pursuant to RFP 16-040; 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 defined in the Scope of Services (attached hereto as Exhibit A).

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 two hundred and thirty-six thousand dollars and no/100 (\$236,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of two hundred and thirty-six thousand dollars and no/100 (\$236,000.00), 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 two hundred and thirty-six thousand dollars and no/100 (\$236,000.00).

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 one hundred twenty (120) 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 invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

10.1.2 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.

10.1.3 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.

10.1.4 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

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. 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.

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:	Crain Group, LLC 3801 Knapp Road Pearland, Texas 77581

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 ____ day of _____, 2016.

FORT BEND COUNTY

Robert E. Hebert 2-2-16
Robert E. Hebert, County Judge

Crain Group, LLC

John Green
Authorized Agent- Signature

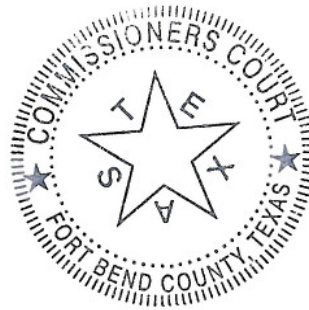
John GREEN
Authorized Agent- Printed Name

Vice President
Title

1/25/16
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

James Knight
James Knight
Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

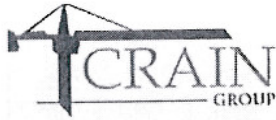
Nancy D. Speer
Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 236,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A



January 8, 2016

Via Email:
James.Knight@fortbendcountytx.gov

Mr. Jamie Knight
Director of Facilities Management & Planning
Fort Bend County
301 Jackson Street, Suite 301
Richmond, Texas 77469

Re: RFP 16-040 Construction of Sheriff's Office Vocational Building #2; Construction Proposal

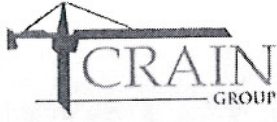
Dear Mr. Knight:

Pursuant to the County's authorization for contract negotiations with Crain Group for the captioned project, we are very pleased to present this construction proposal. As stated in our Request for Proposal, this project provides us with another outstanding opportunity to demonstrate the strength of our experience and resources in providing construction services to Fort Bend County.

Based on the following negotiated scope of work from the construction drawings provided in the RFP, our estimate and schedule for the construction of this project totals **Two Hundred Thirty-Six Thousand Dollars (\$236,000)**, and accounts for a two and a half month (2.5) construction schedule. A detailed schedule of values is attached here within along with an updated schedule. Please note that actual construction will not coincide with the notice to proceed due to the lag time of the steel order.

The scope of work is as followed:

- SWPPP
- Prepare and grade site for installation of select fill building pad (per recommendations of provided soils report)
- Install sanitary sewer from existing manhole to new building
- Install domestic water service from existing meter (currently servicing VO#1)
- Install underground electrical service from utility company provided pole to building; and installing 400amp service disconnect at the building
- Install turnkey building foundation; including landing at doors #2 and #4
- Install pre-engineered metal building; including:
 - Covered storage area
 - Personnel doors/hardware (#2 and #4)
 - Manual overhead door (#3)
 - Metal building insulation
 - Wall louvers (2)
 - Metal liner panels at welding shop (not on demising wall)
- Install one-hour fire rated demising wall (tape/float/finish); including:
 - Personnel doors/hardware (#4 and #12)
- Install plumbing stub up only for fixtures



We thank you for the opportunity to be of service for this project, and are ready to start immediately upon authorization. We're confident we can provide the depth of services and quality of management you expect.

If we can provide additional information or answer any questions you may have, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "John Green". The signature is fluid and cursive, written over a light blue horizontal line.

John Green
Vice President

Attachments:

Standard Estimate – 12/28/15

Updated Construction Schedule – 1/8/16



Standard Estimate

12/28/2015

PROJECT:

FBC Sheriff's Office - Vocational Bldg #2
 210 Legion Drive
 Richmond, Texas 77469

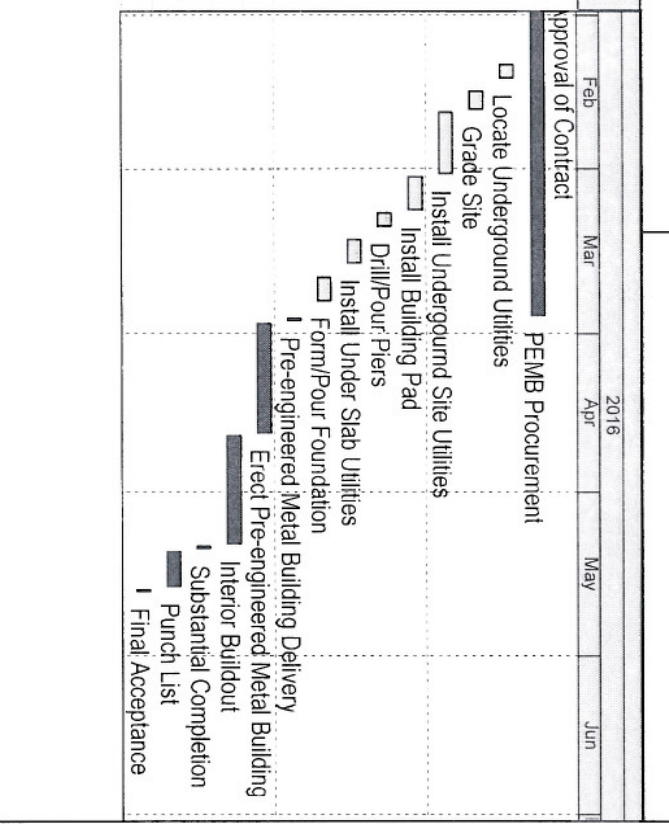
PROJECT SIZE:

2828 approx. SF

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
General Conditions					\$27,816.41
Supervision @ 75%	2.5	mos	5,468.75	13,671.88	
Project Management @ 25%	2.75	mos	2,734.38	7,519.53	
Temporary Protection	1	ls	1,500.00	1,500.00	
Punch list	1	ls	500.00	500.00	
Temporary Toilet	2.5	mos	250.00	625.00	
Travel Expense	2.5	mos	500.00	1,250.00	
Blue Prints	1	ls	500.00	500.00	
Permit Allowance	0	ls	1,500.00	0.00	
Construction Dumpster	5	ea	450.00	2,250.00	
Site Work					\$30,150.00
Field Engineering	1	ls	1,000.00	1,000.00	
Utility Locate Allowance	1	ls	1,000.00	1,000.00	
Site Utilities (Water/Sanitary)	1	ls	4,800.00	4,800.00	
Earthwork	1	ls	23,350.00	23,350.00	
Concrete					\$47,846.00
Turnkey Concrete	1	ls	47,846.00	47,846.00	
Metals					\$55,725.00
Structural Steel	1	ls	35,000.00	35,000.00	
Steel Erection	1	ls	19,725.00	19,725.00	
Misc. Metals (Bollards, Anchor Bolts)	1	ls	1,000.00	1,000.00	
Woods and Plastics					\$0.00
Millwork	nic	nic	nic	nic	
Thermal/Moisture Protection					\$4,380.00
Draped Insulation	1	ls	2,280.00	2,280.00	
R-30 Banded Ins @ Conditioned Space	1	ls	2,100.00	2,100.00	
Doors/Frames/Hardware					\$4,918.00
Overhead Door	1	ls	2,768.00	2,768.00	
HM Door/Frame/Hardware	2	ea	1,000.00	2,000.00	
Door/Frame/HW Installation	2	ea	75.00	150.00	
Finishes					\$7,500.00
Painting	nic	nic	nic	nic	
Framing/Drywall (Incl Insulation)	1	ls	7,500.00	7,500.00	
FRP	nic	nic	nic	nic	
Acoustical Ceilings	nic	nic	nic	nic	
Flooring	nic	nic	nic	nic	
Specialties					\$0.00
Toilet Accessories	nic	nic	nic	nic	
Fire Extinguisher (2Total)	nic	nic	nic	nic	
Mechanical					\$10,500.00
Plumbing - Stub Up in Slab Only	1	ls	5,500.00	5,500.00	
HVAC System - Louvers Only	1	ls	5,000.00	5,000.00	
Certified TAB	nic	nic	nic	nic	
Electrical					\$19,800.00
Electrical - Building Service Only	1	ls	19,800.00	19,800.00	
Fire Alarm	nic	nic	nic	nic	
Subtotal				208,635.41	\$208,635.41
Contractor's Fee				10.00%	\$20,863.54
Insurance					\$2,294.99
Performance and Payment Bond					\$4,600.00
Grand Total					\$236,393.94

FBC SO Vocational Bldg #2

Activity Name	OD	RD	Activity % Complete	Start	Finish
Approval of Contract	0	0	0%	26-Jan-16*	26-Jan-16
PEMB Procurement	45	45	0%	26-Jan-16	28-Mar-16
Locate Underground Utilities	3	3	0%	10-Feb-16*	12-Feb-16
Grade Site	4	4	0%	15-Feb-16	18-Feb-16
Install Underground Site Utilities	8	8	0%	19-Feb-16	01-Mar-16
Install Building Pad	5	5	0%	02-Mar-16	08-Mar-16
Drill/Pour Piers	3	3	0%	09-Mar-16	11-Mar-16
Install Under Slab Utilities	5	5	0%	14-Mar-16	18-Mar-16
Form/Pour Foundation	5	5	0%	21-Mar-16	25-Mar-16
Pre-engineered Metal Building Delivery	1	1	0%	29-Mar-16*	29-Mar-16
Erect Pre-engineered Metal Building	15	15	0%	30-Mar-16	19-Apr-16
Interior Buildout	15	15	0%	20-Apr-16	10-May-16
Substantial Completion	1	1	0%	11-May-16	11-May-16
Punch List	5	5	0%	12-May-16	18-May-16
Final Acceptance	1	1	0%	19-May-16	19-May-16



Remaining Level of Effort	Tertiary Ba...	Actual Work	Crain Group, L.L.C.	Date	Revision	Checked	Appro...
██████████	██████████	██████████	FBC SO Vocational Bldg #2	08-Jan-16	Updated Schedule		

EXHIBIT B

PREVAILING WAGES:

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

General Decision Number: TX150297 10/09/2015 TX297
Superseded General Decision Number: TX20140297

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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.

Modification Number	Publication Date
0	01/02/2015
1	01/30/2015
2	03/06/2015
3	05/15/2015
4	07/31/2015
5	10/09/2015

ASBE0022-009 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 22.63	11.90
BOIL0074-003 01/01/2014		
BOILERMAKER	\$ 23.14	21.55
CARP0551-008 04/01/2015		
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 22.50	8.33
ELEC0716-005 09/01/2014		
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 29.15	8.74
ELEV0031-003 01/01/2015		
ELEVATOR MECHANIC	\$ 38.52	28.385
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
IRON0084-002 06/15/2014		
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 22.02	6.35
PLAS0079-004 01/01/2010		
PLASTERER	\$ 19.42	1.00
PLUM0068-012 10/01/2013		
PLUMBER (Excludes HVAC Pipe Installation)	\$ 31.30	9.49
PLUM0211-010 10/01/2013		

PIPEFITTER (Including HVAC Pipe Installation)	\$ 29.39	10.31
SHEE0054-003 07/01/2014		
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
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.

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.

Crain Group, L.L.C.
Pearland, TX United States

Certificate Number:
2016-55699

Date Filed:
05/16/2016

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.

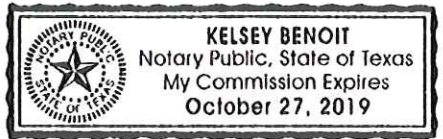
RFP 16-040
Construction of Sheriff's Office Vocational Building #2

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.



Chris Holley

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Chris Holley, this the 16 day of May, 2016, to certify which, witness my hand and seal of office.

Kelsey Benoit

Signature of officer administering oath

Kelsey Benoit

Printed name of officer administering oath

Notary Public

Title of officer administering oath