

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
DESIGN OF JUSTICE CENTER PARKING GARAGE ADDITION
PURSUANT TO SOQ 16-062 FOR DESIGN/BUILD OF PARKING GARAGE ADDITION**

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 Design of Justice Center Parking Garage Addition on April 12, 2016, (hereinafter "Agreement") pursuant to SOQ 16-062; and

WHEREAS, the parties desire to amend the Agreement to add Construction 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 four million five hundred seventy-five thousand dollars and no/100 (\$4,575,000.00) to perform the Construction Services as described in the Construction Proposal dated August 15, 2016 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed four million seven hundred seventy-one thousand dollars and no/100 (\$4,771,000.00), authorized as follows:

\$196,000.00 for Design Services under the Agreement; and
\$4,575,000.00 for Construction Services under this Amendment.
3. Section 3 of the Agreement shall hereby be amended to reflect the following changes regarding payment procedures:
 - 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 (10th) 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.
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 agreement executed by the parties.
 5. Contractor clearly understands and agrees, with such understanding and agreement being of the absolute essence of this Amendment and the Agreement, that 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.
 6. Contractor does further understand and agree, with said understanding and agreement also being of the absolute essence of this Amendment and the Agreement, that if the Services are not substantially completed within the time of performance under the Agreement or within such additional time as may be extended by the County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty dollars and 00/100 (\$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.
 7. In addition to the Insurance requirements stated in Section 10. of the Agreement, Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to

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

8. Contractor shall post with County, not later than ten (10) days of the execution of this Amendment, a performance and payment bond in the amount of one hundred percent (100%) of the total lump cost of the Construction Services 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.

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

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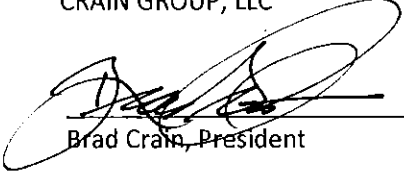


IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

CRAIN GROUP, LLC

Robert E. Hebert, County Judge



Brad Crain, President

Date

8/16/16

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

James Knight, Director
Facilities Management & Planning

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

EXHIBIT A

Re



August 15, 2016

Via Email: James.Knight@fortbendcountytx.gov

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

Re: Design/Build Parking Garage Addition, Fort Bend County, Q16-062; Construction Proposal

Dear Mr. Knight:

Pursuant to the County's April 12, 2016 approval of the Design Agreement for the above captioned project, and subsequent design, we are very pleased to present this construction proposal for review and approval. As stated in our March 3, 2016 Statement of Qualifications, this project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in providing design/build services.

After careful review and coordination of design intent with County staff, and diligent efforts by the design consultants, Crain Group solicited and received competitive subcontractor and material supplier proposals for the requested work indicated in the construction documents. Crain Group then reviewed and tabulated each proposal to derive the Guaranteed Maximum Proposal as further described. As such, we hereby propose our construction services to not exceed Four Million Five Hundred Seventy-Five Thousand Dollars (\$4,575,000). Our services include: project general conditions, earthwork, field engineering, landscaping, parking lot striping, storm sewer, cast-in-place concrete, masonry, steel fabrication/erection, waterproofing, standing seam metal roof, doors/frames/hardware, painting/stucco, signage, plumbing, fire protection, electrical systems, insurance, performance and payment bonds, and contractor fee. A detailed estimate is attached.

Our proposed construction services fully correspond with the project requirements and construction documents. This proposal considers a 6 month construction schedule, starting from the "Notice to Proceed".

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

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

Sincerely,

John Green
Vice President

Attachment: 8.15.16 GMP Estimate for Construction

Cc:
Brad Crain - President



GMP ESTIMATE FOR CONSTRUCTION

8.15.16

PROJECT:

FBC Justice Center Parking Garage Addition
Richmond, Texas 77471

PROJECT SIZE:

138684 approx. sf
403 spaces
344 sf/space

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
General Conditions					\$235,594
Project Superintendent	6	mos	8,333.33	50,000.00	
Assistant Project Superintendent	6	mos	5,208.33	31,250.00	
Project Manager	6	mos	6,640.63	39,843.75	
Project Engineer	6	mos	3,125.00	18,750.00	
Safety & First Aid	1	ls	1,500.00	1,500.00	
Temporary Protection/Traffic Control	1	ls	25,000.00	25,000.00	
Temporary Water	0	mos	0.00	0.00	
Temporary Electricity	0	mos	0.00	0.00	
General Labor/Construction Clean-Up	6	mos	3,000.00	18,000.00	
Punchlist	1	ls	2,500.00	2,500.00	
Postage & Delivery	6	mos	100.00	600.00	
Small Tools/Equipment Rental	1	mos	3,500.00	3,500.00	
Temporary Toilet	6	mos	300.00	1,800.00	
Construction Trailer	6	mos	500.00	3,000.00	
Erosion Control	1	ls	3,500.00	3,500.00	
Fuel Expense	6	mos	500.00	3,000.00	
Job Signs	1	ls	600.00	600.00	
Job Photographs	1	ls	150.00	150.00	
Reprographics	1	ls	2,500.00	2,500.00	
Close-out Documentation	1	ls	1,500.00	1,500.00	
Construction Dumpster	25	ea	600.00	15,000.00	
Final Cleanup	1	ls	1,000.00	1,000.00	
Building Permit Allowance	1	ls	12,600.00	12,600.00	
Material Testing	0	ls	0.00	0.00	
Meter Tap and fees	0	ls	0.00	0.00	
Site Work					\$418,041
Earthwork	1	ls	187,000.00	187,000.00	
Field Engineering	1	ls	5,000.00	5,000.00	
Landscaping	1	ls	29,750.00	29,750.00	
Parking Lot Striping & Markings	1	ls	15,671.00	15,671.00	
Re-Strip Existing Garage	1	ls	10,033.00	10,033.00	
Site Storm Sewer	1	ls	170,587.30	170,587.30	
Concrete					\$2,753,744
Turnkey Concrete	1	ls	2,716,745.80	2,716,745.80	
Cut/Replace Street @ Storm Install	1	ls	14,808.00	14,808.00	
Demo Bumper Walls and HC Parking	1	ls	11,190.00	11,190.00	
Tiltwall Accessories	1	ls	3,500.00	3,500.00	
Concrete Sealer	1	ls	7,500.00	7,500.00	
Masonry					\$92,015
Masonry	1	ls	92,015.00	92,015.00	
Metals					\$206,173
Steel Fabrication - (Stairs/Rails/Embeds/Posts)	1	ls	83,673.00	83,673.00	
Misc Steel (Pipe Guards, HC Rails)	1	ls	7,500.00	7,500.00	
Barrier Cabling	1	ls	40,000.00	40,000.00	
Steel Erection	1	ls	60,000.00	60,000.00	

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Trusses/Metal Framing	1	ls	15,000.00	15,000.00	
Woods and Plastics					\$500
Rough Carpentry	1	ls	500.00	500.00	
Moisture Protection					\$34,000
Waterproofing	1	ls	26,500.00	26,500.00	
Standing Seam Metal Roof System	1	ls	7,500.00	7,500.00	
Doors and Frames					\$1,205
Doors, Frames, and Hardware	1	ls	1,205.00	1,205.00	
Finishes					\$25,000
Exterior Painting	1	ls	18,500.00	18,500.00	
Stucco Cornice	1	ls	6,500.00	6,500.00	
Specialties					\$20,000
Garage Accessories and Signage Allowance	1	ls	20,000.00	20,000.00	
Mechanical					\$199,432
Building Plumbing	1	ls	84,800.00	84,800.00	
Fire Protection (Manual Wet Standpipe)	1	ls	114,632.00	114,632.00	
Electrical					\$348,800
Electrical Systems (incl Security Infrastructure)	1	ls	348,800.00	348,800.00	
Subtotal					4,334,503.85
					\$4,334,504
Insurance					\$22,762
Performance and Payment Bonds					\$44,500
General Contractor's Fee					\$173,380
Grand Total					\$4,575,146
Cost per SF					\$32.99
Cost per Space					\$11,353

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: TX160297 07/29/2016 TX297

Superseded General Decision Number: TX20150297

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 \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 \$10.15 (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 2016. 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	01/08/2016
1	01/15/2016
2	03/18/2016
3	04/01/2016
4	07/01/2016
5	07/29/2016

ASBE0022-009 12/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 22.78	11.90

BOIL0074-003 01/01/2014

Rates Fringes

BOILERMAKER

\$ 23.14 21.55

CARP0551-008 04/01/2016

Rates Fringes

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)

\$ 23.05 8.78

ELEC0716-005 08/31/2015

Rates Fringes

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)

\$ 30.25 9.08

ELEV0031-003 01/01/2016

Rates Fringes

ELEVATOR MECHANIC

\$ 39.24 29.985+a

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

Rates Fringes

POWER EQUIPMENT OPERATOR
Cranes

\$ 34.85 9.85

IRON0084-002 06/01/2015

Rates Fringes

IRONWORKER (ORNAMENTAL AND STRUCTURAL)

\$ 23.02 6.35

PLAS0079-004 01/01/2015

	Rates	Fringes
PLASTERER	\$ 19.92	1.00
PLUM0068-012 10/01/2015		
	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation)	\$ 29.64	9.49
* PLUM0211-010 10/01/2015		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.13	10.31
SHEE0054-003 07/01/2014		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
SUTX2014-023 07/21/2014		
	Rates	Fringes
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

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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.

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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.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR DESIGN OF JUSTICE CENTER PARKING GARAGE ADDITION
SOQ 16-062**

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 provides Design Services for the expansion of the existing parking garage located at 1418 Eugene Heimann Circle, Richmond, Texas (hereinafter "Services") pursuant to SOQ 16-062; 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

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

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 one hundred and ninety-six thousand dollars and no/100 (\$196,000.00). 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) or one (1) original 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 one hundred and ninety-six thousand dollars and no/100 (\$196,000.00), 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 one hundred and ninety-six thousand dollars and no/100 (\$196,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than ten (10) months thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

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.

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.

10.1.5 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 (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.

Section 11. Indemnity

11.1 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.

11.2 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.

11.3 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.

11.4 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 never-the-less 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.

11.5 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.

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

Section 12. Confidential and Proprietary Information

12.1 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.

12.2 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.

12.3 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.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 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 13. Independent Contractor

13.1 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.

13.2 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 14. Notices

14.1 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).

14.2 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

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

14.3.1 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.

14.3.2 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 15. 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 16. Performance Warranty

16.1 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.

16.2 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 17. Assignment and Delegation

17.1 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.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. 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 19. 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 20. Third Party Beneficiaries

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

Section 21. 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 22. 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 23. 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 24. 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 12 day of April, 2016.

FORT BEND COUNTY

Crain Group, LLC

[Signature]
Robert E. Hebert, County Judge

[Signature]
Authorized Agent- Signature

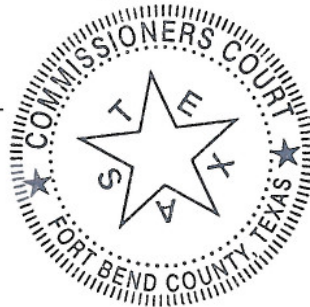
Brad Crain
Authorized Agent- Printed Name

PRESIDENT
Title

4.6.16
Date

ATTEST:

[Signature]
Laura Richard, County Clerk



APPROVED:

[Signature]
James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

[Signature]
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$196,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Ed Sturdivant, County Auditor

EXHIBIT A

AM

KM160144



March 30, 2016

Via Hand Delivery

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

Re: Design/Build Parking Garage Addition, Fort Bend County, Q16-062; Design Proposal

Dear Mr. Knight:

Pursuant to the County's March 22, 2016 authorization for contract negotiations with Crain Group for the captioned project, we are very pleased to present this design proposal. As stated in our March 3, 2016 Statement of Qualifications, this project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in providing design/build services.

In connection with our knowledge of previously designing and constructing the existing parking structure (Phase 1), we have researched and understood the requisite scope of work in great detail. Having already produced a preliminary structural design and mapped out the civil design needs for the addition, we've taken the information obtained and have calculated our proposed design fees. As such, we hereby propose our design phase services, including reimbursables, to not exceed One Hundred Ninety-Six Thousand Dollars (\$196,000). The following is a breakdown of the design proposal:

Structural	\$133,000
Civil/Survey	\$17,400
Architecture	\$20,000
Electrical	\$10,600
Plumbing	\$5,000
Crain Group	\$10,000
Total Fee	\$196,000

Our proposed design services fully correspond with the project requirements. The final Guaranteed Maximum Price construction estimate and schedule will be detailed and submitted for approval once the design phase is completed and accepted.

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,

Brad Crain
President



Understanding Scope of Work

Crain Group along with our design partners, SCA Consulting Engineers, Kaluza & Associates and Randall-Porterfield, is committed to a partnership approach to the design/build process. Our team's talented design and construction professionals have been trained to work closely with our clients and to protect the County's interests as if they were our own. We work as a proactive and accountable team striving to provide timely, accurate and high-quality services during all phases of the project.

We have taken it upon ourselves to research and understand the subject scope of work in great detail. Our team has already produced a preliminary structural design, mapped out the civil design needs, and produced a critical path schedule for the cast-in-place four story parking garage addition, which will nearly double the capacity of the existing garage.

Please find in this section isometric elevations of our design. Schematic civil designs have also been produced, however, due to the limited number of pages allowed in this response, we ask for the opportunity to share them with the Review Committee at a later date.

By using our already strategically engineered spread footings along the west elevation of the existing garage, the garage addition as we've preliminarily designed fits precisely in the footprint of that considered in the County's developed site plan. Our design keeps the efficiency of our phase one design with 9' parking spaces, and 24' drives. Our design also considers accessibility to the first level from Eugene Heimann Circle from the north and the west, and with utilizing the already constructed ramp in the existing garage, each floor plate of the garage addition will be contiguous with the existing levels by strategically removing specific spandrel panels. Our design includes brick accents to match the existing garage, and one additional stair case with a matching pitched roof element.

The civil design has proven to be very involved. The dirt needed to fill the existing detention pond will mainly come from stockpile across Eugene Heimann Circle, with additional fill materials coming from other sources. The addition's storm sewer will tie into leads coming from the existing garage, and will thereafter connect to a new 60" requisite storm sewer line that will run along Eugene Heimann Circle; the new 60" will connect to the existing 54" north of the existing garage, and to the existing 60" line at Williams Way Blvd. The 30" leading from the Tax Office will also be captured with the installation of the new 60" line and its new manholes. The existing street sidewalk will be completed, and the water line and electrical conduit at the northeast corner of the garage addition will need to be rerouted in the process.

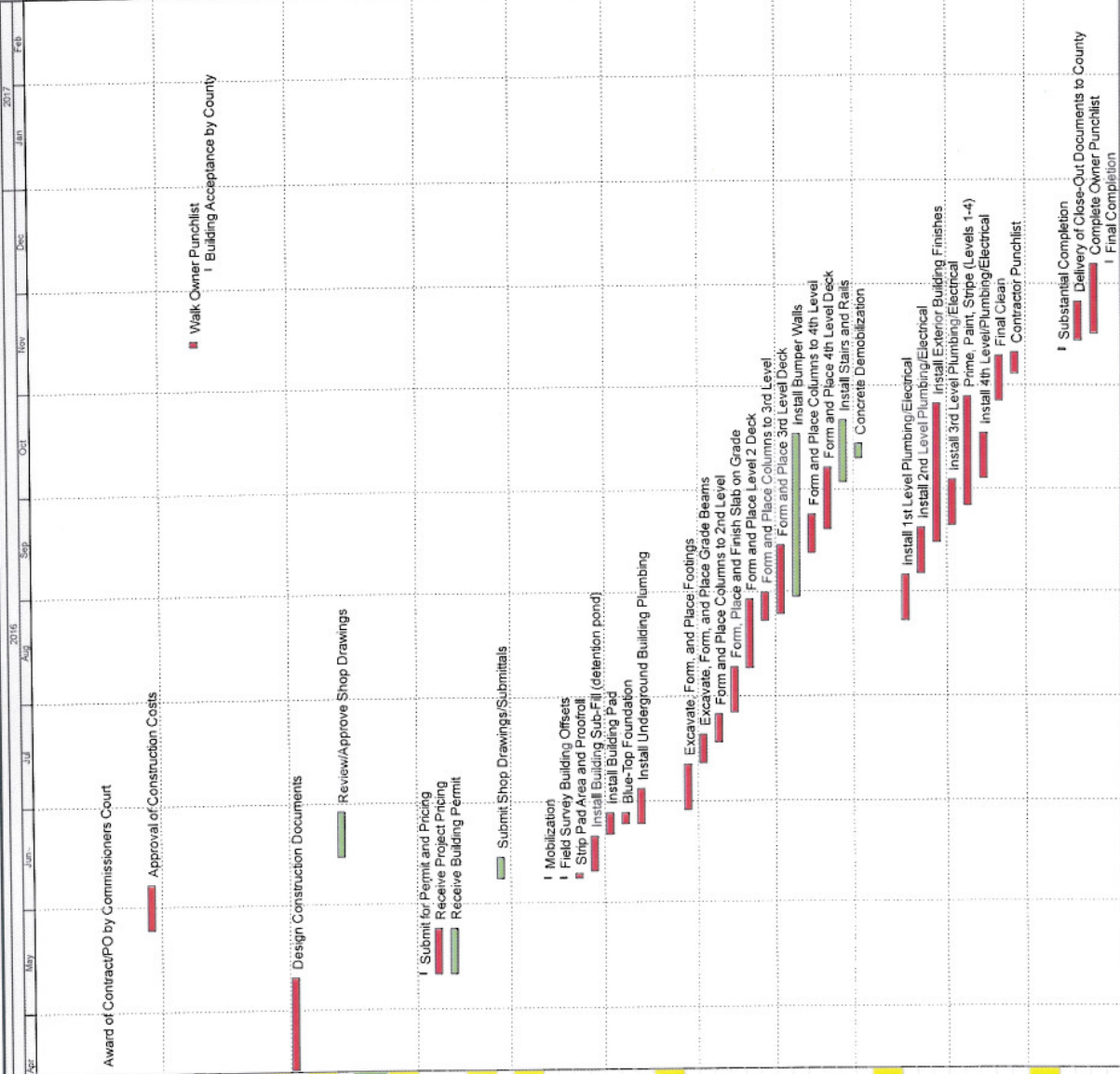
Our design reflects an economical approach to a Class "A" Parking Garage. As for our schedule included in this section, our team is prepared to fast track the project to completion in under seven months to account for parking needs required of the Justice Center Expansion.

We are prepared to "hit the ground running" with our design immediately following the County's Notice to Proceed.

For our approach to the required collaboration, scheduling, and coordination essential for this project, please refer to Section V.



FBC Justice Center Parking Garage - Phase II



Activity Name	OD	RD	Activity % Start	Activity % Complete	Finish
Fort Bend County Responsibility					
Design Phase					
Award of Contract/PO by Commission	1	1	0%	12-Apr-16	12-Apr-16
Approval of Construction Costs	10	10	0%	25-May-16	07-Jun-16
Project Closeout					
Walk-Owner Punchlist	2	2	0%	14-Nov-16	15-Nov-16
Building Acceptance by County	0	0	0%	07-Dec-16	07-Dec-16
Randall-Porterfield/SCA Responsibility					
Design Phase					
Design Construction Documents	20	20	0%	13-Apr-16	10-May-16
Shop Drawing & Submittal Review/Approval	10	10	0%	15-Jun-16	28-Jun-16
Review/Approve Shop Drawings	10	10	0%	15-Jun-16	28-Jun-16
Crain Group Responsibility					
Permit/Pricing Phase					
Submit for Permit and Pricing	1	1	0%	11-May-16	11-May-16
Receive Project Pricing	10	10	0%	11-May-16	24-May-16
Receive Building Permit	10	10	0%	11-May-16	24-May-16
Shop Drawing & Submittal Review/Approval					
Submit Shop Drawings/Submittals	5	5	0%	08-Jun-16	14-Jun-16
Earthwork/Site Utilities					
Mobilization	1	1	0%	08-Jun-16	08-Jun-16
Field Survey Building Offsets	1	1	0%	08-Jun-16	08-Jun-16
Strip Pad Area and Proofroll	2	2	0%	08-Jun-16	09-Jun-16
Install Building Sub-Fill (detention pond)	7	7	0%	10-Jun-16	20-Jun-16
Install Building Pad	5	5	0%	21-Jun-16	27-Jun-16
Blue-top Foundation	2	2	0%	24-Jun-16	27-Jun-16
Install Underground Building Plumbing	7	7	0%	24-Jun-16	04-Jul-16
Building Superstructure					
Excavate, Form, and Place Footings	10	10	0%	28-Jun-16	11-Jul-16
Excavate, Form, and Place Grade E	7	7	0%	12-Jul-16	20-Jul-16
Form and Place Columns to 2nd Level	7	7	0%	18-Jul-16	26-Jul-16
Form, Place and Finish Slab on Grade	10	10	0%	27-Jul-16	09-Aug-16
Form and Place Level 2 Deck	15	15	0%	09-Aug-16	29-Aug-16
Form and Place Columns to 3rd Level	7	7	0%	23-Aug-16	31-Aug-16
Form and Place 3rd Level Deck	15	15	0%	25-Aug-16	14-Sep-16
Install Bumper Walls	35	35	0%	30-Aug-16	17-Oct-16
Form and Place Columns to 4th Level	10	10	0%	12-Sep-16	23-Sep-16
Form and Place 4th Level Deck	15	15	0%	18-Sep-16	07-Oct-16
Install Stairs and Rails	15	15	0%	03-Oct-16	21-Oct-16
Concrete Demobilization	5	5	0%	10-Oct-16	14-Oct-16
Building Finishes					
Install 1st Level Plumbing/Electrical	10	10	0%	23-Sep-16	05-Sep-16
Install 2nd Level Plumbing/Electrical	10	10	0%	06-Sep-16	19-Sep-16
Install Exterior Building Finishes	30	30	0%	15-Sep-16	26-Oct-16
Install 3rd Level Plumbing/Electrical	10	10	0%	20-Sep-16	03-Oct-16
Prime, Paint, Strips (Levels 1-4)	25	25	0%	26-Sep-16	28-Oct-16
Install 4th Level Plumbing/Electrical	10	10	0%	04-Oct-16	17-Oct-16
Final Clean	10	10	0%	27-Oct-16	08-Nov-16
Contractor Punchlist	5	5	0%	04-Nov-16	10-Nov-16
Project Closeout					
Substantial Completion	1	1	0%	11-Nov-16	11-Nov-16
Delivery of Close-Out Documents to Complete Owner Punchlist	10	10	0%	14-Nov-16	25-Nov-16
Final Completion	15	15	0%	16-Nov-16	06-Dec-16
Final Completion	0	0	0%	07-Dec-16	07-Dec-16

Crain Group, L.L.C.		Date	Revision	Checked	Approved
FBC Justice Center Parking Garage - Phase II		03-Mar...	Proposed Schedule		
Remaining Level of Effort	Tertiary Ba...				
Actual Level of Effort	Actual Work				



FORT BEND COUNTY

FORT BEND COUNTY
301 JACKSON STREET
RICHMOND, TEXAS 77469

DESIGN/BUILDER: CRAN GROUP, L.L.C.
1500 WINDYBOND
P.O. BOX 12420
HOUSTON, TEXAS 77212
www.cranllc.com

STRUCTURAL ENGINEERS
SCA CONSULTING ENGINEERS
CONSULTANTS OFFICE
10000 Katy Road, Suite 1000
Houston, Texas 77055
www.sca-engineers.com

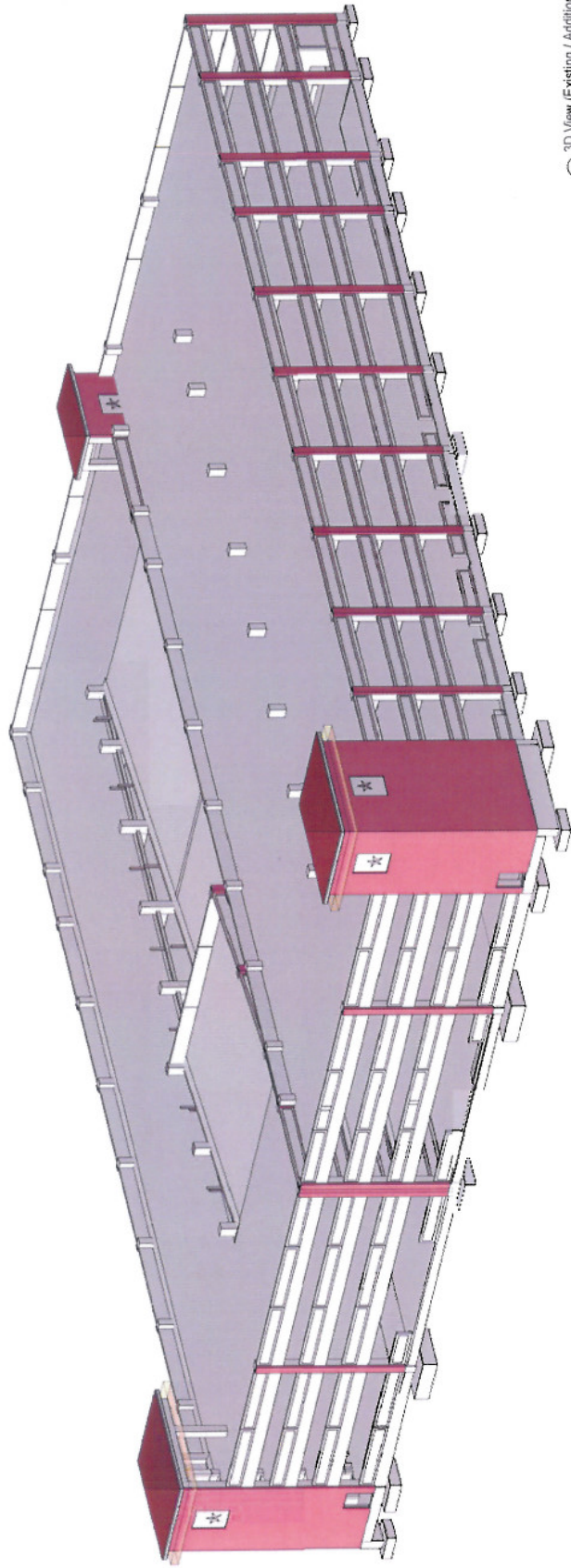
CONSULTING ENGINEERS
10000 Katy Road, Suite 1000
Houston, Texas 77055
www.sca-engineers.com

FORT BEND COUNTY
JUSTICE CENTER GARAGE

DATE: 10/15/14
SCALE: AS SHOWN
PROJECT: JUSTICE CENTER GARAGE
SHEET: 10000-01-01

3D View (Existing & New Addition)

GARAGE	
Area	10,000
Cost	\$9.04



1 3D View (Existing / Addition)

Firm's Management Plan

Crain Group's construction management and design/build services will be provided and supported as detailed below. The project will consist of four phases, generally described below. The scope of services to be provided is presented on the basis of providing a comprehensive plan for the design, development, and construction for the requested Design/Build Parking Garage Addition for Fort Bend County Q16-062.

Pre-Construction Phase:

- Obtain survey and as-built drawings of the property and building, and local code requirements.
- Inform County of all third party design consultants fee arrangements and obtain County approval of same.
- Assist Architect in meeting with City and County officials to determine restrictions and applicable codes.
- Prepare development and construction timeline using either **Primavera Scheduling Software** or **Microsoft Scheduling**, whichever is preferred by the County to identify and track **Critical Path Progress**.
- Coordinate with Architect and Engineers on implementing design criteria and architectural parameters from provided County information, by using **AutoCAD**, and **REVIT Building Information Modeling** if required, for drawing design and trade conflict coordination.
- Submit County approved construction drawings for permitting.
- Review and incorporate required permitting modifications as necessary.
- Secure Building Permit.
- Review final construction plans with County for approval to proceed with pricing

Bidding Phase:

- Identify and obtain third party sub-contractor and material supplier bids for construction by advertising project through **BidClerk.com**, **Associated General Contractors of Houston**, and **Associated Builders and Contractors of Greater Houston**.
- Prepare tabulation of sub-contractor bids for County approval to be included in the Guaranteed Maximum Price submission.
- Prepare tabulation of value engineering alternatives for cost and time saving considerations, for County approval.
- Submit **Guaranteed Maximum Price** to County for approval.
- Submit proposed Schedule of Values using **AIA Payment Application A703**, and Monthly Cash Flow Projection for County Approval.
- Prepare finalized project construction budget using **SAGE 300 Software Systems**.
- Complete sub-contractor and supplier procurement and track the same using **SAGE 300 Software Systems**.



A handwritten signature in blue ink, located in the bottom right corner of the page.

Firm's Management Plan

Construction Phase

- Ensure construction of project as prescribed by plans and specifications. Submit **Requests for Information** as necessary.
- Track and record daily progress of project using the **Crain Group Daily Superintendent Log**.
- Track project costs using Sage 300 Software Systems.
- Coordinate all required inspections and construction testing and ensure methods and procedures are accurate.
- Conduct weekly trade meetings to ensure safety, quality control and assurance, and scheduling compliance.
- Conduct bi-monthly construction meetings with County, and as required the design team, identifying current progress, and projected two week schedule and tracking the same through updated Critical Path Schedules, RFI and Submittal Logs, and Owner Requests.
- Submit monthly detailed invoices using **AIA Payment Application A702/703** identifying accurate monthly progress
- Conduct detailed Punchlist walkthrough of all items needing to be addressed prior to recording Project Completion, and ensure completion of the same.
- Ensure completion of final inspections and obtain completion certificates.

Post-Construction

- Obtain all sub-contractor warranties, material specification data, owner and operation manuals, as-built drawings, and final lien release waivers and submit to County in the form of a bound binder as Project Close-Out Documents.
- Ensure all work is completed satisfactorily.
- Close-out all sub-contractor and supplier contracts and agreements.
- Submit final **AIA Payment Application A702/703** once all required and requested work is complete to the satisfaction of the County.



A handwritten signature in blue ink, located in the bottom right corner of the page.

Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Crain Group, L.L.C.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.


Contractor Signature

3.3.2016

Date

Brad Crain

Printed Name

President

Title



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:
 2016-100250

Date Filed:
 08/16/2016

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.

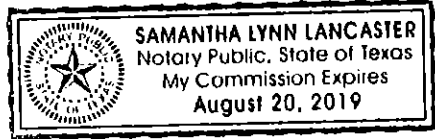
SOQ 16-062
 Design/Build Parking Garage

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]

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Green, this the 16 day of August, 2016, to certify which, witness my hand and seal of office.

[Signature] _____
 Signature of officer administering oath

Samantha Lancaster
 Printed name of officer administering oath

Accountant
 Title of officer administering oath