

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION OF ARBORETUM CRICKET COMPLEX
PURSUANT TO RFP 22-069**

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 CMC Development & Construction Corporation, LLC, (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide services related to the construction of the Arboretum Cricket Complex (hereinafter “Services”) pursuant to RFP 22-069; and

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

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

AGREEMENT

Section 1. Scope of Services

A. Contractor shall render Services in accordance with Exhibit A to this Agreement.

Section 2. Personnel

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

B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes

detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Eight Hundred Fifty Thousand and 0/100 dollars (\$850,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. 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.
- D. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Eight Hundred Fifty Thousand and 0/100 dollars (\$850,000.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any

conditions, circumstances, or interpretations thereof exceed Eight Hundred Fifty Thousand and 0/100 dollars (\$850,000.00).

Section 5. Time of Performance or Term

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than 120 calendar days 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. Termination

- A. County may terminate this Agreement in whole or, from time to time, at any time upon thirty (30) days written notice issued by the County Purchasing Agent for County's convenience or because of the failure of the Contractor to fulfill the contract obligations. County shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to County all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement whether completed or in process.
- B. 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.
- C. If the termination is for failure of Contractor to fulfill the obligations under this Agreement, County may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by County.
- D. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.
- E. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Performance and Payment Bond

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

Section 12. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 13. Confidential and Proprietary Information

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

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

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

which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 14. Independent Contractor

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

Section 15. Notices

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

County: Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Parks Director
301 Jackson Street, Ste. 201
Richmond, Texas 77469

Contractor: CMC Development & Construction Corporation, LLC
9494 Southwest Freeway, Ste 485
Houston, Texas 77074

C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

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

Section 16. Compliance with Laws

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

Section 17. Performance Warranty

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

Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

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

Section 20. Successors and Assigns

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

Section 21. Third Party Beneficiaries

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

Section 22. Severability

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

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the

performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Captions

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

Section 25. Conflict

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

Section 26. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in

section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 27. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

Section 28. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{Remainder of page intentionally left blank}


{Execution page to follow}

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 31st day of August, 2022.

FORT BEND COUNTY

CONTRACTOR

KP George
County Judge



Authorized Agent- Signature

ATTEST:

Christian Crenshaw
Authorized Agent- Printed Name

Laura Richard, County Clerk

Chief Executive Officer
Title

Date

08/31/2022
Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A: CMC Development & Constructon Corporation, LLC Proposal

i:\agreements\2022 agreements\parks\cmc development & construction corporation, llc (22-parks-101220)\construction of arboretum cricket complex.rfp 22-069 (kcj - 08.24.2022)

EXHIBIT A

Request for Proposal



Construction of Arboretum Cricket Complex
RFP 22-069
Tuesday, April 26, 2022 @ 2:00 PM



April 26, 2022

Ms. Brooke Lindemann
Purchasing Department, Travis Annex
301 Jackson, Ste., 201
Richmond, TX 77469

RE: Arboretum Cricket Complex Proposal No.: R22-069

Ms. Lindemann,

CMC Development & Construction was created on the motto of Developing Tomorrow. CMC is a State of Texas HUB, Minority, and certified Small Business Enterprise by the City of Houston with the desire to make an impact within the construction industry. CMC was founded in 2016 with the concept that the buildings we construct impact the present and will continue to impact the future in a positive outcome. From this mindset, we pursue projects that serve a purpose in our local communities, fostering surrounding regions' economic development and growth.

Our Executive Team has provided general contracting services in Texas for a combined total of over 75 years. We aspire to continue our relationship with **Fort Bend County** through the successful delivery of the **Arboretum Cricket Complex** project. As General Contractor, CMC will successfully deliver this **Fort Bend County** project on time, with the highest quality, at its best value.

The project team proposed by CMC comprises individuals who have extensive experience delivering a variety of successful construction facilities. The project team will maintain an open line of communication with the **Fort Bend County** staff and our subcontractors to manage the entire construction process efficiently and effectively. As General Contractor, our team adds real value by providing an experienced staff with the necessary relationships, depth, and knowledge of construction. We have strong collaboration capabilities that enable our team to manage all aspects of delivery throughout the project effectively.

CMC's schedule details a breakdown of the construction services we plan to provide in the completion of the **Arboretum Cricket Complex** project and the turnover to **Fort Bend County** within **100 calendar days**. While maintaining a sense of urgency, we utilize proactive solutions to safeguard all budgetary, scheduling, quality, and safety protocols. The CMC team will maintain a detailed schedule throughout the project to identify potential delays, develop proactive countermeasures, and implement an effective plan for schedule recovery, if necessary.

The CMC Executive Leaders value the opportunity to provide construction management services for the **Arboretum Cricket Complex** project. We appreciate your consideration and look forward to building this project with the **Fort Bend County** Team.

Sincerely,

Christian Crenshaw, AC, M. Eng.
Chief Executive Officer
ccrenshaw@cmccorp.us

CMC Development & Construction

9494 Southwest Freeway, Suite 485
Houston, Texas 77074
713-588-9071

1111 West Mockingbird Lane, Suite 595
Dallas, Texas 75247
214-799-1497



Request For Proposal

Fort Bend County - Arboretum Cricket Complex

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EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

CMC Development & Construction was created on the motto of *Developing Tomorrow*. Founded in 2016, we are a family-owned certified state of Texas HUB, Minority, and Small Business Enterprise General Contractor providing development, pre-construction, and construction management services throughout the Houston and DFW areas. Our executive team is led by a father and son duo with a combined total of nearly 40 years in the industry whose aspiration is to construct facilities that impact the present and continue to impact the future positively. With this mentality, CMC pursues projects that serve a purpose within our local communities to develop the areas in which we live.

CMC's corporate office is located in Houston, TX.

- Began performing in the DFW region in 2018
- Established our first regional office in Dallas, TX, in 2021
- Planned expansion to the Austin/San Antonio region by 2025

CMC is a privately-owned business enterprise, bondable up to \$12 million aggregate and up to \$7 million for a single project. Our current team of 26 employees takes pride in our motto of *Developing Tomorrow* as we build a new, sustainable world for generations to come.

As a key project team member on the **Arboretum Cricket Complex** project, CMC brings real value by providing an experienced staff with the necessary relationships, depth, and knowledge of building to the project team. This will enable the team to effectively manage the project delivery process through the key phases of design, procurement, construction, and commissioning. Our ultimate objective as construction manager is to successfully deliver this project at the best value and highest quality.

The proposed project team is comprised of individuals who have extensive experience. They know how to effectively communicate and coordinate with the Fort Bend County Staff and have the experience of delivering facilities similar to the one being proposed. Our team has done their homework to acquire knowledge and understand the end user's unique needs and the challenges of constructing this type of environment. This understanding will be used in the construction planning and coordination required to integrate the various building systems into an adaptable layout to develop proper adjacency and flow.

CMC has provided a detailed schedule that will be utilized to identify potential delays, develop proactive countermeasures, and implement an effective plan for schedule recovery. The **Arboretum Cricket Complex** project will be delivered on time with no compromise regarding quality. We strongly value creating a relationship with **Fort Bend County**. While maintaining a sense of urgency, CMC will employ proactive solutions to safeguard all budgetary, scheduling, quality, and safety objectives.

Upon contract award, CMC will collaborate with **Fort Bend County** to identify your specific definition of quality (situational quality) as it applies to the **Arboretum Cricket Complex** to achieve the identified quality goals. CMC will integrate situational quality within the context of accepted norms that embody the quality standards and best practices established in the construction industry. CMC utilizes multiple quality control methods throughout all phases of a project, conducting pre-installation meetings, material verification, and performing quality checks to ensure that subcontractor installations meet the standards established in the plans and specifications, minimizing modifications during construction. If non-conforming work is identified, our objective will be to resolve the issue as soon as possible to ensure that it does not impact the project's progression. CMC subscribes to practicing what we've characterized as "continuous improvement," We base our ongoing quality efforts on a documented "Lessons Learned" approach that captures and transfers information to our staff from project to project.



Developing Tomorrow.

CMC is well-qualified to deliver a quality product on time and on budget, whether it's a residential, commercial, or development project. Our construction professionals have over 75 years of experience managing and performing on projects ranging in volume from \$1 million to \$1 billion. The CMC team has successfully delivered private sector and public work on multiple civil projects, high-rise offices, higher education, K-12, religious, and multi-family facilities while meeting or exceeding city, state, and government agency requirements. Our past project completions include renovation, remediation, and new construction of multi-purpose centers, parks, laboratories, administrative offices, parking lots, schools, and residential spaces. CMC's established Client/Owner relationships include the University of Houston, Houston Community College, Texas Parks & Wildlife, Harris County, City of Colleyville, and Dallas ISD, to name a few.

Principal Officers: Christian Crenshaw – CEO
Fenetre Crenshaw – President



TAB 1:
COST

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 19, 2022

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 22-069 – Construction of Arboretum Cricket Complex for Fort Bend County

Addendum 1:

Attached is Addendum 1. Vendors are to utilize Addendum 1 when returning their bid response. Changes are to scope of work under Section 1.0 to remove LED scoreboard.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Brooke Lindemann at brooke.lindemann@fortbendcountytexas.gov

CMC Development & Construction Corporation LLC
Company Name

Signature of person receiving addendum

4/20/2022
Date

If you have any questions, please contact this office.

Sincerely,

Brooke Lindemann
Senior Buyer

RFP 22-069

Exhibit I: Pricing

Base bid option 1 (as stated in specifications)

\$ _____

Calendar days for completion _____

Base bid option 2 (as stated in specifications, however substituting the 30/25FC light level with the 45/34FC light level)

\$ _____

Calendar days for completion _____

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

Addendum No 1 dated _____ Received _____

Addendum No 2 dated _____ Received _____

Addendum No 3 dated _____ Received _____

CMC Development & Construction Corporation LLC
Name of Respondent

Signature of Authorized Representative

Christian Crenshaw
Printed Name of Representative

RFP 22-069

Exhibit I: Pricing

Base bid option 1 (as stated in specifications)

\$ 800,000

Calendar days for completion 99

Base bid option 2 (as stated in specifications, however substituting the 30/25FC light level with the 45/34FC light level)

\$ 50,000

Calendar days for completion 99

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

Addendum No 1 dated 4/19/22 Received 4/19/22

Addendum No 2 dated _____ Received _____

Addendum No 3 dated _____ Received _____

CMC Development & Construction Corporation LLC

Name of Respondent

Signature of Authorized Representative

Christian Crenshaw

Printed Name of Representative



TAB 2:
UNDERSTANDING SCOPE OF WORK



UNDERSTANDING THE SCOPE OF WORK

CMC intends to provide construction management services for the construction of the Fort Bend County – Arboretum Cricket Complex project in Sugarland, TX. Construction will consist of a Canopy, a Batting Cage area, fencing, CMU screen wall, and electrical for all lighting with a 4” by 4’ wide sidewalk for the Owner, Fort Bend County.

All construction will be performed and built according to plans and specifications. The Addenda, created by the architect, APEX Consulting Group, INC., will be issued for the bid date of April 26, 2022, at 2:00 p.m.

CMC will contract the scope of work identified in the plans and specifications to its subcontractors for the following divisions of work:

Scope of Work:

- Division 2 - Demolition
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Structural Steel Fabrication & Erection
- Division 26 – Electrical
- Division 32 – Fencing

Alternate: 45/34FC light level and all associated electrical requirements.

Subcontractors for each division of work to be vetted, finalized and named upon contract award by **Fort Bend County**.

Management & Execution Plan for Providing Services

Upon awarding the contract, CMC Development & Construction will engage in an open dialogue with Fort Bend County to promote effective team building. We seek to create a mutual relationship to achieve the project goals and objectives with all project participants, facilitating innovative collaboration and decision making. CMC will clearly define the project requirements and each team member’s strengths, identifying key players by creating a responsibility matrix. The responsibility matrix identifies each team member’s role and establishes accountability.

We define Best Value using specific safety, financial stability, quality, schedule, and budget criteria. Applying best practices, we know that the early involvement of necessary and knowledgeable stakeholders creates efficiency and reduces overall project schedule augmentations. CMC’s job is to bring your vision to life in constructing a building whose adaptability and quality remain consistent through its lifecycle.

CMC Development & Construction’s plan for providing construction services collaborates with the entire team while keeping all parties accountable for the budget, schedule, and established quality constraints. We will utilize our extensive knowledge of construction throughout the project. CMC intends to provide quality service to Fort Bend County through a proactive builder experience approach.

COST ESTIMATING



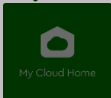
CMC’s objective is to deliver the project on schedule and within budget by recognizing any cost savings opportunities during design and construction. Individuals assigned to this project will dedicate their time and expertise at each stage, ensuring that the project and **Fort Bend County** get the best value possible. We have built trust and relationships with subcontractors and suppliers, accumulating historical cost data and estimating resources. CMC initiates cost estimation by thoroughly reviewing the design/construction documents in collaboration with the estimating, construction, and design teams to understand the project's overall scope.

The estimating and construction team then begins the cost estimating and planning process utilizing various tools. The frequently used tools are Building Connected Estimating, in-house databases of historical costs, and others that might be more project-specific. Utilizing estimated quantities and unit price information based upon historical cost data and specialty trade subcontractor input, CMC creates a cost model that is perpetually updated as we progress the phases of the project and any adjustments are made within the plans and specifications. We prepare and present our estimates in the client’s desired format, often following the Construction Specifications Institute (CSI) format. A consistent format throughout the project ensures that our estimate is easy to analyze and reconcile.

Accuracy of Cost Estimation: Having a clear understanding of project objectives with the involvement of the project stakeholders is critical. We work collaboratively with the Architect to ensure that the design documents demonstrate the design intent and construction scope necessary to arrive at a complete GMP, including all Owner contract requirements by:

1. Utilizing the partnering process to create alignment between the stakeholders of the project team.
2. Creating and updating the cost estimate continuously and at all interim design milestones.
3. Involving subcontractor and material supplier participation during preconstruction.
4. Performing constructability reviews continuously and at all interim design milestones.
5. Performing value engineering reviews continuously and at all interim design milestones.

CMC utilizes various tools to manage the progress of its construction projects. These tools include RedTeam Project Management Software for project management and document control efforts. We understand that documentation is vital in any construction project and seek to have a well-organized file structure for documents related to this project, such as Submittals, RFIs, Change Orders, Cost Reporting, and Payment Applications.

Program	Purpose
<p>RedTeam Project Management</p> 	<p>The project management platform handles cost reporting, payment applications, change orders, RFIs, and schedules.</p>
<p>PlanGrid</p> 	<p>Drawings management platform that houses all construction documents, including drawings and specifications. Used for as-built drawing documentation at project closeout.</p>
<p>MyCloud</p> 	<p>Cloud-based document system that stores all project documents.</p>



QUALITY ASSURANCE

The CMC Development & Construction Corporation’s Quality Assurance Policy and Procedures Manual include management and technical functions. The quality assurance program assigns the project manager’s immediate responsibility to construction quality control with oversight from the project executive. The following criteria of quality control are applied during the course project:

- Operational functionality
- Statistical evaluations
- Qualifications of personnel
- Standardized material requirement
- Data recording, filing, security, inspection, and routing
- Use of control standards for evaluation of activities
- Supervision and review documents and technical procedures
- Evaluation of condition and accuracy of instruments and equipment
- Sample identification, protection, storage, chain-of-custody, and disposition

We have developed standard operating procedures to ensure project quality. These procedures are guidelines for office managers, project managers, project engineers, and superintendents to provide vital intel to CMC’S field personnel. The procedures are in place to corroborate any completed modifications.

Our operating procedures provide direction to the CMC staff and are required official documentation by field services. CMC’s executive team reviews all project-related documentation to ensure that the project is managed according to CMC’s policies and procedures and the client’s expectations. CMC utilizes a review process to generate reports, designs, and field procedural guidelines. Superintendents review the fieldwork, and daily reports are prepared for submission to **Fort Bend County**. The project executive and project manager review all reports and information for accuracy and make weekly site visits as a means of checks and balances.

QUALITY CONTROL PROCESS

CMC Development & Construction Corporation is committed to creating project-specific quality control plans. We subscribe to the practice of continuous improvement. We base our ongoing quality efforts on a documented “Lessons Learned” approach that captures and transfers information to our staff from project to project. CMC’s Quality Control Process is designed to produce safe, reliable, economical, and durable work. Our quality procedures are intended to create a framework for ensuring our construction projects are completed in the most cost-effective manner possible. The achievement of construction quality excellence is how our quality process is designed. CMC’s construction methodology encompasses multiple steps to ensure that the final product meets **Fort Bend County’s** satisfaction. These steps integrate cost, time, and safety.

CMC’s Four-Step Process

1. **Define the Acceptance Criteria** – Ensures our entire project team, the superintendents, laborers, and subcontractors are on the same page relative to what does and does not qualify as an acceptable result.
2. **Inspection Plan** - The inspection process ensures that a specific task is completed to the specifications. Understandably, third-party inspectors will be involved. However, CMC onsite personnel conduct daily inspections of the ongoing work to ensure that quality and efficiency are maintained throughout the project’s progression. We employ checklists and daily reports to document all construction activities.
3. **Correction of Deficiencies** – If any deficiencies occur, photographic documentation will be taken to show the deficiency and the completed corrections.



4. **Prevent Future Deficiencies** – As previously stated, CMC uses “Lessons Learned” to understand how a deficiency happened and adjusts the quality control process so that the deficiency is not repeated.

At the inception of the process, CMC takes direction from the client to identify their specific definition of quality as it applies to their project. We believe this situational definition of quality comes within the context of accepted norms that are embodied in quality standards. CMC further develops quality associated goals by collaborating within a team setting and partnering with the Owner to ensure that the established process will encompass all of their requirements. CMC can then modify our policy and procedures to achieve the Owner’s specific project quality objectives. All work is then visually inspected daily to ensure that the standards set forth by CMC and the Client are being achieved. Quality control methods such as pre-installation meetings, weekly CMC project team meetings, and weekly Client meetings also ensure that the project progresses according to schedule while maintaining quality control.



TAB 3:
FIRM'S EXPERIENCE

HCC Felix Fraga Campus View Corridor

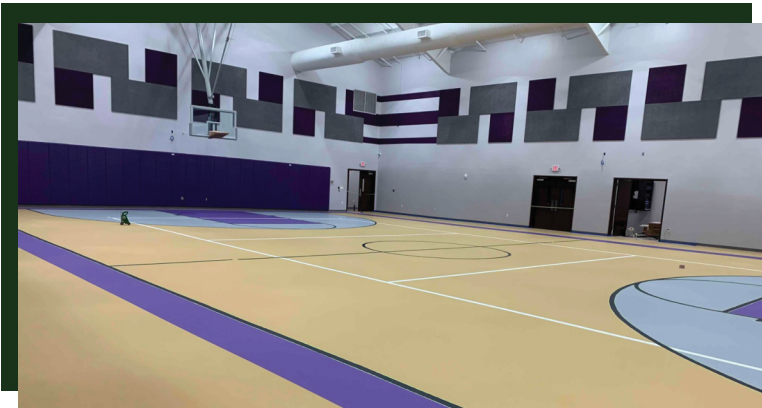
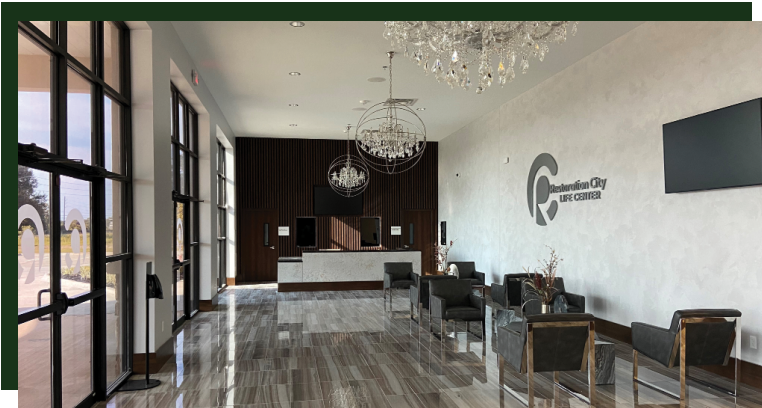


Location: Houston, TX 77003
Original Amount: \$1,325,200
Final Amount: \$1,325,200
Project Size: 15,817 GSF
Actual NTP Date: August 2021
Substantial Completion: July 2022
Construction Type: Renovation
Project Manager: Sterling Flemon
Superintendent: Marquise Harrison
Owner: Houston Community College
Arturo Lopez
(713) 718-7463
Arturo.lopez@hccs.edu
Architect/Engineer: PDG

Project Insight

We were contracted to install a new basketball court, new landscaping, and create a detention pond to improve the drainage system on the campus.

Word of Restoration International Church Multi-Purpose Building



Location: Rosharon, TX.

Original Amount: \$4,000,000

Final Amount: \$5,313,000

Project Size: 33,000 GSF

Actual NTP Date: August 22, 2019

Substantial Completion Date: November 2020

Construction Type: New Construction

Project Manager: Marvin Stone

Superintendent: Cedric Crenshaw

Owner: Joseph Jones

281-431-5930

Jjones@woric.org

Architect/Engineer: C Six Architecture

Project Insight:

New construction of PEMB consists of high-end finishes, on-site security, personnel offices, gymnasium, banquet hall, industrial kitchen, auditorium, workout rooms, playroom for kids, and senior's area.

Texas Parks & Wildlife Stephen F. Austin State Park Flood Repairs



Location: San Felipe, TX 77473
Original Amount: \$2,976,500
Final Amount: \$3,132,320
Project Size: 6,800 Gsf Renovation
Actual NTP Date: April 2020
Substantial Completion Date: March 2021
Construction Type: Renovation
Project Manager: Edwin Vazquez
Superintendent: Trevor Talbert
Owner: Texas Park & Wildlife Department
Charles Blue
Charles.Blue@tpwd.texas.gov
512-389-4664

Architect/Engineer: PDG Architects

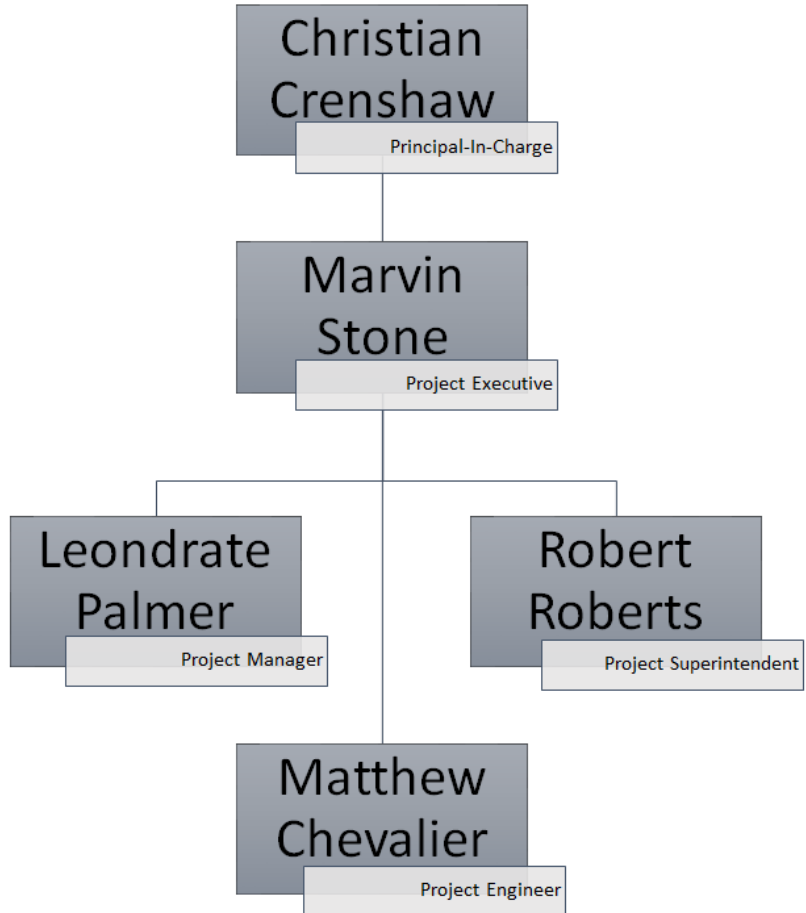
Project Insight:

New construction and interior renovations of six buildings including park amenities, restrooms, and superintendent suite.



TAB 4:
STAFF EXPERIENCE

PROPOSED CONSTRUCTION TEAM



Christian Crenshaw, AC, M. Eng.
Principal In Charge



QUALIFICATIONS

12 Years of Industry Experience
American Institute of Constructors
Associate Constructor
OSHA 30

EDUCATION

Texas A&M University
Master of Engineering,
Construction Engineering &
Management

Prairie View A&M University
Bachelor of Science,
Civil Engineering

Bachelor of Science,
Construction Science

Christian Crenshaw has successfully delivered multiple types of facilities including higher education, commercial, residential and K-12 education. As an American Institute of Constructors Associate Constructor, Mr. Crenshaw has acquired an extensive background in all aspects of building construction and is dedicated to the highest level of quality on every project. Mr. Crenshaw manages all prospective project communications, overseeing pre-construction and construction, reviewing subcontractor proposal requests, subcontractor buyouts, overseeing labor and materials deliveries, coordinating Requests for Information, reviewing pay applications and change request pricing, identifying avenues to expedite the project schedule, and constructability reviews.

PROJECT EXPERIENCE

Texas A&M University | Joint Library Facility | College Station, TX
Project Value: \$3,000,000 | Project Size: 18,000 GSF

Construction of joint library facility for the use of the University of Texas and Texas A&M University. The facility consists of staff work spaces and storage area.



Lone Star College | East Aldine Satellite Center | Houston, TX
Project Value: \$36,000,000 | Project Size: 109,743 GSF

Construction of a two-story building that includes student support areas, a registration office, learning center, classrooms, and office space.



Texas A&M University | Cain Hall Garage College Station, TX
Project Value: \$52,000,000 | Project Size: 500,000 GSF

Construction of five-story student parking garage that consists of four glass enclosed stair towers, which provided extra safety for the campuses students.



Word of Restoration International Church | Multi-Service Center
Rosharon, TX | Project Value: \$343,000 | Project Size: 33,000 GSF

New construction of Pre-Engineered Metal Building consisting of high end finishes, MEP system, security, offices, a gymnasium, formal banquet hall, industrial kitchen, multiple offices, auditorium, workout rooms, playroom, senior's area, nine restrooms, and exterior site work.



Marvin Stone III, LEED

Project Executive



EDUCATION

Pittsburg State University
Bachelor of Science,
Construction Management

QUALIFICATIONS

33 Years of Industry Experience
LEED AP Bldg. Design & Construction

Marvin Stone III has extensive experience in program management and design and managing new construction and renovations, ensuring the best quality materials for the clients. Mr. Stone is a LEED Accredited Professional (AP) and has played an active role in various construction projects in several markets, including K-12, corporate/commercial, Higher Education, and public and public assembly spaces. Marvin will be responsible for managing project communications, overseeing construction, reviewing subcontractor proposal requests and buyouts, overseeing labor and materials deliveries, coordinating Requests for Information, reviewing pay applications, identifying options to expedite the project schedule, and constructability review.

PROJECT EXPERIENCE

**University of Houston | Human Resources Office Build Out
Houston, TX | Project Value: \$2,393,000 | Project Size: 16,039 GSF**
Converting the University’s medical facility into the human resource center. The scope consists of a complete gut of the interior walls, floors, and ceiling. Additionally, the building received a complete redesign that includes new MEP systems, integrated IT and security network, and modern finishes.



**Accelerated Intermediate Academy | AIA Houston - Master Plan & New School | Houston, TX | Project Value: \$4,300,000
Project Size: 24,403 GSF**
New Construction of multiple grade level elementary school that includes classrooms, a technology center, art and science rooms, a library, and a new courtyard.



**Word of Restoration International Church | Multi-Service Building | Rosharon, TX | Project Value: \$5,200,000
Project Size: 38,000 GSF**
New construction of Pre-Engineered Metal Building consisting of high end finishes, MEP system, security, offices, a gymnasium, formal banquet hall, industrial kitchen, multiple offices, auditorium, workout rooms, playroom, senior’s area, nine restrooms, and exterior site work.



**Houston Community College | Felix Fraga Campus Improvements
Houston, TX | Project Value: \$343,000 | Project Size: 526,456 GSF**
Installation of a new basketball court and landscaping with the construction of a detention pond and drainage improvements.



Leondrate Palmer

Project Executive



EDUCATION

Lamar Univeristy / Texas Southern University
Bachelor of Marketing

QUALIFICATIONS

13 Years of Industry Experience
OSHA 30

Leondrate Palmer has 13 years of experience as a project manager. Mr. Palmer’s education, years of hands-on involvement, and an immense amount of field and technical knowledge afford him the ability to be efficient and effective in the management of project teams. Mr. Palmer is a leader who fosters integrity and uses these skills to determine best-fit solutions to meet project deadlines. His responsibilities include oversight of the project team and construction activities, adherence to budget and project schedules, value engineering, subcontractor cost management, and Client/Owner communications.

PROJECT EXPERIENCE

**Rise Construction | Heights House Hotel | Houston, TX |
Project Value: \$3,500,000 | Project Size: 58,000 GSF**

Complete renovation of the interior and exterior of a three story 430 unit facility.



Shell | Shell Gas Station | Houston, TX |

Project Value: \$2,500,000 | Project Size: 3,200 GSF

Civil ground-up construction of a multi-million-dollar full-service gas pumping station and convenience store.



**Accelerated Intermediate Academy | Master Plan & New School
Houston, TX | Project Value: \$4,399,000 | Project Size: 24,403 GSF**

New Construction of K-6 grade level elementary school including classrooms, a technology center, art and science rooms, a library, and a new courtyard.



**Gulf Coast | Gulf Coast Water Treatment Plant | Richmond, TX |
Project Value: \$1,200,000 | Project Size: 46,500 GSF**

Build an addition for new offices, restrooms, training room on the first floor, and a new lab on the second floor.



Robert Roberts
Superintendent



EDUCATION
National Elevator Industry Program

QUALIFICATIONS

7 Years of Industry Experience
30 OSHA -Hour Trained

Robert Roberts has contributed to the successful delivery of multiple projects in diverse market segments, including municipal, higher education, and various types of commercial construction. As a Superintendent, Mr. Roberts supports the project manager, maintaining constant communication with subcontractors ensuring that they provide quality work and perform efficiently, keeping the project on schedule. He is experienced in the oversight and coordination of project deliverables, Requests for Information, management of the submittal process, conducts Job Hazard Analysis, and assisting with constructability reviews.

PROJECT EXPERIENCE

Accelerated Intermediate Academy | AIA Houston - Master Plan & New School | Houston, TX | Project Value: \$4,300,000
Project Size: 24,403 GSF

New Construction of multiple grade level elementary school that includes classrooms, a technology center, art and science rooms, a library, and a new courtyard.



The Salvation Army | Salvation Army Conversion | Freeport, TX
Project Value: \$980,700 | Project Size: 9,348 GSF

Convert the Salvation Army Thrift Store to an emergency residential shelter to accommodate overnight lodging, community living, and visitation areas for the residents. Interior construction included a food serving kitchen, office areas, public and private bathrooms. Exterior work includes, fencing, landscaping, parking lot, and site utilities.



Gulf Coast | Gulf Coast Water Treatment Plant | Richmond, TX |
Project Value: \$1,200,000 | Project Size: 46,500 GSF

Addition to build out of new offices, restrooms, a training room on the first floor, and a new lab was constructed on the second floor.





Matthew Chevalier

Project Engineer



EDUCATION

University of Houston

QUALIFICATIONS

5 Years of Industry Experience
OSHA 30

Matthew Chevalier is experienced in performing multiple tasks in the daily operations of the construction site related to labor and material, submittals, Requests for Information, scheduling, and safety. Mr. Chevalier is responsible for providing support to the superintendent and project manager in the coordination of subcontractor activities. Mr. Chevalier ensures that the subcontractors stay on schedule, submittal and subcontractor change management coordination, oversees labor and material deliveries, creates and submits daily reports, and communicates with subcontractors in adherence to safety protocols.

PROJECT EXPERIENCE

Accelerated Intermediate Academy | AIA Houston - Master Plan & New School | Houston, TX | Project Value: \$4,399,000

Project Size: 24,403 GSF

New Construction of K-6 grade level elementary school including classrooms, a technology center, art and science rooms, a library, and a new courtyard.



University of Houston | Human Resources Office | Houston, TX |

Project Value: \$2,393,000 | Project Size: 16,039 GSF

Construction of multiple office spaces, lobby and bathroom, and complete demolition of the existing building.



Gulf Coast | Gulf Coast Water Treatment Plant | Richmond, TX |

Project Value: \$1,200,000 | Project Size: 46,500 GSF

Build an addition for new offices, restrooms, training room on the first floor, and a new lab on the second floor.



Kendall County | Kendall County Law Enforcement Center |

Boerne, TX | Project Value: \$20,000,000 | Project Size: 51,000 GSF

New construction of a two-story county jail consisting of 102 beds and a Sheriff's office. The build consisted of a booking area, evidence storage, investigation offices, conference and training rooms, squad rooms, armory, property storage, and fitness areas.





TAB 5:
PROPOSED SCHEDULE

PROJECT PLANNING AND SCHEDULING

Planning Method

The planning process is a key component that begins at contract signing and continues through project closeout. It requires input from all concerned parties. Construction projects are mainly linear, meaning one part must often be completed before starting the next part. Having a strategic plan that defines how and when a task must be completed becomes increasingly important when multiple groups temporarily come together to collaborate. The construction project plan acts as a map that helps the project team navigate the construction process. The Client's requirements and wishes must always remain focused so that the plan stays aligned with the project intent and concept. CMC Development & Construction Corporation uses a Project Kickoff Meeting as the initial action to bring all parties together to establish roles and responsibilities for CMC personnel, the Clients, architects, and engineers. This subsequently leads to in-house meetings with CMC personnel, subcontractors, and vendors in which their respective scopes and roles are clearly defined, and the Client's expectations for the project are clearly explained.

The CMC Project Team develops, maintains, and updates the project schedule. The team utilizes the Critical Path Method to create a baseline schedule using the RedTeam Project Management Software. The project superintendent maintains and performs a weekly update that informs all parties of the project's progress and identifies areas of accountability. It is then distributed to the subcontractors and the Owner at the coordination meetings.

In addition to the schedule, the CMC Project Team will develop a logistics plan to determine the utilization of the site. The plan will be used to layout various site areas such as material and equipment storage and ensure that all concrete deliveries do not have a negative impact on the campus. CMC understands that sometimes there are opportunities to improve the project schedule. If these are recognized, we evaluate the data to ensure that the change does not have any negative effects, such as losses in quality of work or worker fatigue. We develop ways to identify scheduling challenges. After notice to proceed, we diligently create submittals for all long lead time items for prompt approval minimizing challenges. Once submittals are approved, CMC collaborates with the subcontractors to identify opportunities that generate the most efficient delivery dates.

Scheduling

CMC utilizes the following methods for assuring timely completion to prevent the need for schedule recovery:

- Establishing a thoroughly calculated plan
- A thorough understanding of the impact of on-site construction activities to adjust schedules accordingly
- Ensuring that the established plan is communicated via the project schedule
- Alignment with subcontractors during buyout
- Subcontractor pre-installation conferences
- Weekly subcontractor coordination and schedule review meetings
- Holding subcontractors accountable
- Proactive coordination and communication

In the instance that schedule recovery becomes necessary, the following methods are used:

- Establishing selective overtime work hours and additional shifts and crews
- Adding additional personnel and equipment. Schedule logic analysis and compression
- Providing recommendations that overcome project hindrances. Consulting with in-house and industry experts related to the trade(s) of concern
- Re-establishing the baseline schedule with renewed buy-in from subcontractors



Construction Knowledge-Driven Schedule Consultation and Management:

CMC establishes a master schedule with input from all team members to identify design, estimating, and constructability milestones. When the Notice-to-Proceed for construction is issued, the project team develops a detailed project schedule detailing the criteria for construction activities and establishing constructability procedures that outline design coordination meetings, document reviews, estimating, purchasing, submittals, and long-term lead time items. That schedule is updated weekly and reviewed in subcontractor and Owner coordination meetings detailing progress and identifying areas of accountability.

Warranty Service

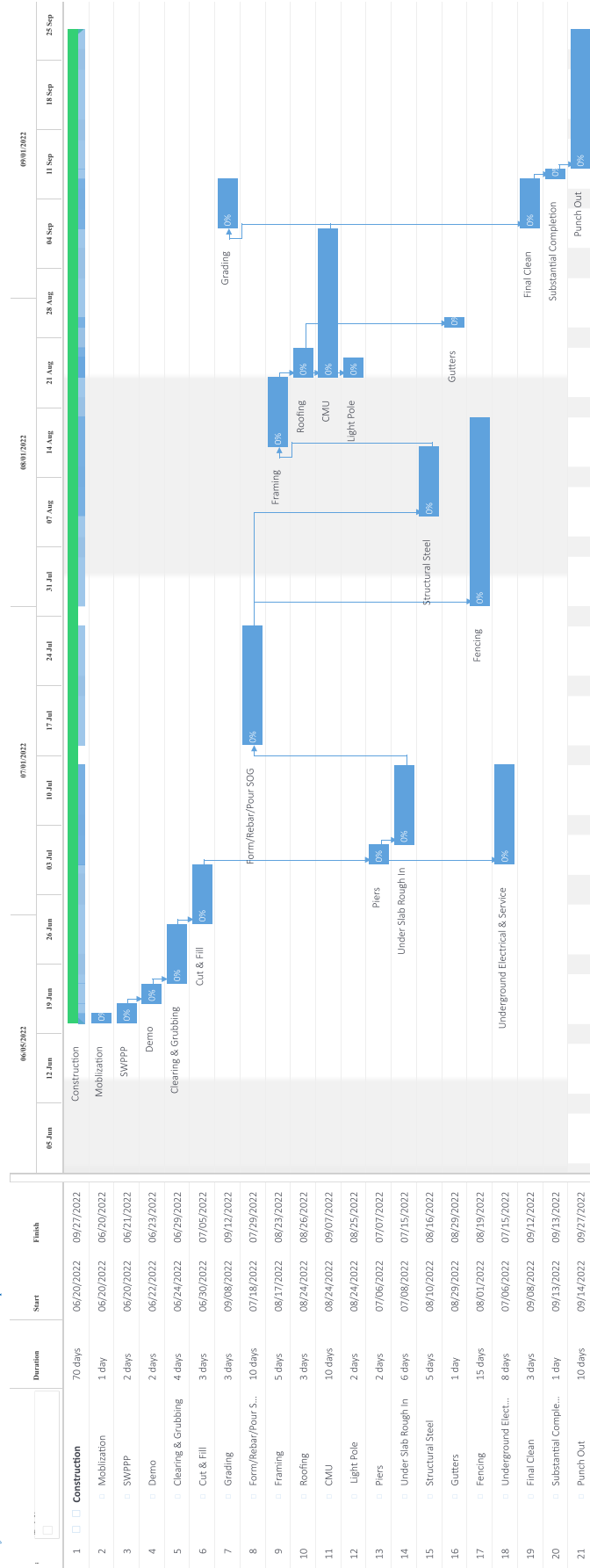
CMC values our relationship with our clients well after substantial completion. We take this approach as we consider it our priority to provide warranty support service. CMC is committed to completing warranty service requests within five days of being notified one year after the substantial completion date. In addition, we also provide a comprehensive Operation & Maintenance Manual detailing all information related to the systems installed during construction. CMC also furnishes a contact list of subcontractors and suppliers relative to all warrantied equipment and material.



CMC Development & Construction Corporation LLC
 Powered by the Team



Project: 1010052 - Fort Bens Co. Arboretum Cricket Complex





TAB 6:
OVERALL COMPLETENESS OF PROPOSAL



**COUNTY PURCHASING AGENT
Fort Bend County, Texas**

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Federal ID # or S.S. #		DUNS #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?		
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone/Fax Number	Phone: _____ Fax: _____			
Contact Person				
E-mail				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise <input type="checkbox"/>		_____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>		_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>		_____	_____
			_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____		
	>\$22,400,000 _____			
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1812939481500**
Approval Date: **October 11, 2021**
Scheduled Expiration Date: **October 11, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CMC Development & Construction Corporation LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 11, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



CMC Development & Construction Corporation LLC

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 21-07-13658

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbec.com/?TN=houston>.

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**

Certificate Number:
2022-872177

Date Filed:
04/12/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CMC Development & Construction Corporation LLC
Houston, TX United States

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

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 22-069
Arboretum Cricket Complex

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CMC Development & Construction Corporation LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Christian Crenshaw, and my date of birth is 09/28/1992.

My address is 9494 Southwest Freeway, Suite 485, Houston, TX, 77074, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 12th day of April, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CMC Development & Construction Corporation LLC	
	2 Business name/disregarded entity name, if different from above 81-2393481	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 9494 Southwest Freeway Suite 485	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77074	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
8 1 - 2 9 3 9 4 8 1	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/5/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Mandatory Form



Contractor Acknowledgement of Storm Water 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:

(Company/Contractor)

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

Contractor Signature

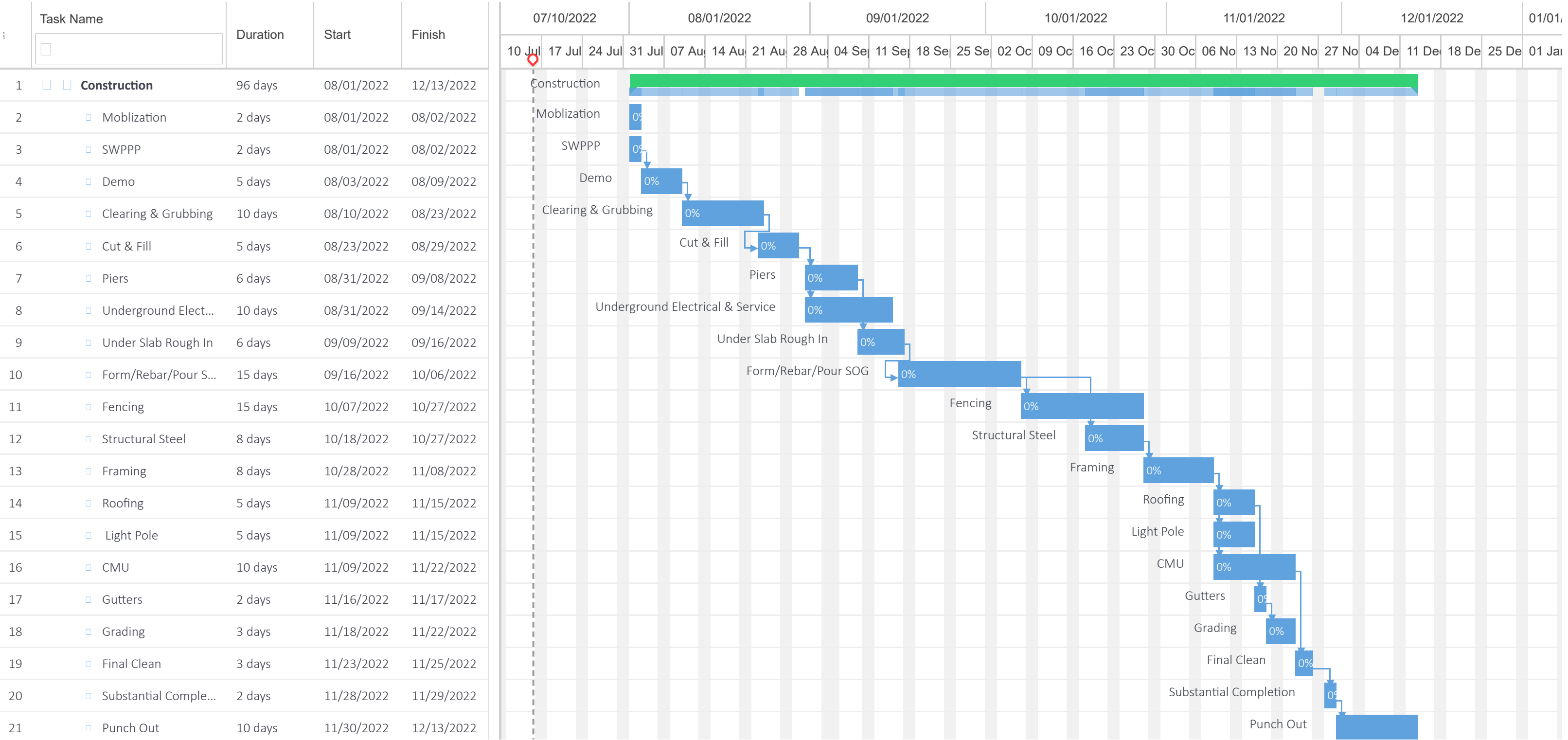
Date

Printed Name

Title



Project: 1010052 - Fort Bens Co. Arboretum Cricket Complex





DIVISIONAL BREAKDOWN
Arboretum Cricket Complex
Tuesday, June 14, 2022

Description	Cost
Division 1 - General Requirements	91,020
Division 3 - Concrete	104,624
Division 4 - Masonry	19,791
Division 5 - Metals	25,178
Division 6 - Wood, Plastics, and Composites	50,000
Division 7 - Thermal and Moisture Protection	5,200
Division 9 - Finishes	13,500
Division 26 - Electrical	464,000
Division 32 - Exterior Improvements	21,480
Construction Cost	794,793
General Liability	6,332
Overhead & Profit	25,500
Bond Premium	23,375
TOTAL	850,000