

SECTION II
CHARACTER AND EXTENT OF SERVICES

2.01 Upon receipt of the County's Purchase Order and this Agreement, DESIGN-BUILDER shall render the following "Basic Services" in connection with the Work:

- A. Develop the plans and specification for the Work that shall be dated and initialed by DESIGN-BUILDER and, after approval, the County ("Plans.")
- B. Build the Work according to the approved Plans only after receipt of notice to proceed is given by the County. Such notice shall be subject to County approval of DESIGN-BUILDER's final determination of construction costs resulting from approved Plans.
- C. In performing these services, DESIGN-BUILDER will protect the County against defects and deficiencies in the Work.
- D. DESIGN-BUILDER accepts responsibility for the means, methods and workers' safety related to the Work.
- E. DESIGN-BUILDER will consult with and advise the County during construction.
- F. DESIGN-BUILDER will prepare, sign and issue routine changes in contract for County's approval.
- G. DESIGN-BUILDER will review shop, laboratory and mill tests of material and equipment and promptly advise County of any deficiencies noted.
- H. DESIGN-BUILDER will review submittals and shop drawings requested for compliance with design concepts and specifications and with information given in the contract documents.
- I. DESIGN-BUILDER will prepare meeting notes and distribute copies to all attendees at all meetings related to the Work.
- J. DESIGN-BUILDER will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; receive and forward to the County for County's review and records, written warranties and related documents required by the contract documents and assembled by DESIGN-BUILDER and issue a final Certificate for Payment upon compliance with the requirements of the contract documents.

2.02 Upon completion of the Work, DESIGN-BUILDER shall provide an electronic set of all reports and specifications concerning the Work in an Adobe Portable Document Format (PDF), after all of the construction changes have been made ("as-built") based upon information concerning field changes maintained and provided by DESIGN-BUILDER.

2.03 DESIGN-BUILDER shall compensate all persons employed by DESIGN-BUILDER for the Work as described in Exhibit "C" – Prevailing Wage Rate, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes, and for having rendered such services, the County agrees to pay DESIGN-BUILDER as provided in this Agreement.

SECTION III
ADDITIONAL SERVICES AND CHARGES

3.01 It is expressly understood and agreed that DESIGN-BUILDER shall not furnish any additional services without prior written authorization of the County Facilities Management & Planning Director.

3.02 The County shall have no obligation to pay for such additional services that have been rendered without the prior written authorization of the County Facilities Management & Planning Director.

SECTION IV
PERFORMANCE/PAYMENT BOND

4.01 Upon receipt of notification to proceed with the Construction Phase of the Work, DESIGN-BUILDER must provide Fort Bend County with a Performance Bond and Payment Bond, each in the amount of 100% of the construction costs within ten (10) calendar days. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by DESIGN-BUILDER. In the event Fort Bend County rejects the proposed surety company, DESIGN-BUILDER will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County. Upon County's acceptance of Bonds, DESIGN-BUILDER will proceed with the performance of the Work called for in the Construction Phase of this Agreement and shall complete such Work within eighteen (18) months after such approval by the County and is subject to completion of the new Library Administration Building within twelve (12) months.

4.02 The foregoing time limits may for good cause be extended by the County Facilities Management & Planning Director as the Work proceeds. Any such extension must be approved in writing.

SECTION V
COMPENSATION

5.01 For and in consideration of the services rendered by DESIGN-BUILDER, and subject to the limit of appropriation, the County shall pay to DESIGN-BUILDER an amount not-to-exceed as follows:

A.	Phase 1/Design Services	-	\$271,000.00
B.	Phase 2/Construction Services	-	\$2,614,000.00

5.02 Payments for services rendered for the Work shall be paid monthly in proportion to the percentage of the completion of the Work as evidenced by DESIGN-BUILDER's monthly estimates for payments.

5.03 On or about the last day of each calendar month during the performance of the Work, DESIGN-BUILDER shall submit a sworn statement to the County Facilities Management & Planning Director, in a form acceptable to the Fort Bend County Auditor, setting forth the percentage of the Work provided and which was completed during such calendar month and the compensation which is due plus the amounts payable for any approved additional services which have not been previously billed or paid.

5.04 In the event the statement includes charges based upon direct labor cost of services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which DESIGN-BUILDER seeks reimbursement from the

County, the charges shall be accompanied by an affidavit signed by an officer or principal of DESIGN-BUILDER certifying that the work was performed, it was authorized in writing by the County Facilities Management & Planning Director and that all information contained in the invoice being true and correct.

5.05 Furthermore, DESIGN-BUILDER agrees to maintain, for a period of seven years, detailed records that identify each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and provide such other details as may be requested by the County Auditor for verification purposes.

5.06 The County Facilities Management & Planning Director shall review the statements within ten (10) days of receipt and approve them in writing with such modifications, if any, as he deems appropriate. The County shall pay each statement within thirty (30) days after the County Facilities Management & Planning Director's written approval, provided however, that the approval or payment of any statement shall not be considered evidence of performance by DESIGN-BUILDER to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

SECTION VI TERMINATION

6.01 The County may terminate this Agreement at any time by thirty (30) days written notice to DESIGN-BUILDER. Upon receipt of such notice, DESIGN-BUILDER shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within thirty (30) days after receipt of notice of termination, DESIGN-BUILDER shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

6.02 The County shall then pay DESIGN-BUILDER that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

6.03 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION VII NOTICE

7.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or DESIGN-BUILDER at the addresses set forth below.

7.02 If mailed, any notice or communication shall be deemed received three days after date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Design/Builder: Brad Crain, President
Crain Group
2635 Miller Road
Pearland, Texas 77548

B. If to County, notice must:
be sent to both County
Judge and County Facilities
Management & Planning Director

Robert E. Hebert
Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Don Brady
Facilities Management & Planning Director
301 Jackson
Richmond, Texas 77469

with copy to: Gilbert Jalomo
Fort Bend County Purchasing Agent
301 Jackson
Richmond, Texas 77469

7.03 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VIII LIMIT OF APPROPRIATION

8.01 Prior to the execution of this Agreement, DESIGN-BUILDER was advised by County, and DESIGN-BUILDER clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$2,885,000.00 specifically allocated to fully discharge any and all liabilities, which may be incurred by County in bringing to an absolute conclusion, and any and all costs for any and all things or purposes enuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.

8.02 DESIGN-BUILDER does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that DESIGN-BUILDER may become entitled to hereunder and the total maximum sum that County shall become liable to pay DESIGN-BUILDER hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$2,885,000.00.

SECTION IX
SUCCESSORS AND ASSIGNS

9.01 The County and DESIGN-BUILDER 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 such other party, in respect to all covenants of this Agreement.

9.02 Neither the County nor DESIGN-BUILDER shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

9.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION X
PUBLIC CONTACT

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of the County. Under no circumstances, whatsoever, shall DESIGN-BUILDER release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required to do so by law.

SECTION XI
COMPLIANCE AND STANDARDS

DESIGN-BUILDER shall provide the Work hereunder in accordance with generally accepted standards for design and construction contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate for buildings similar to the Work to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Work to be rendered hereunder. DESIGN-BUILDER shall provide the County with all MSDS sheets related to the Work and a certification that the material used in the Work is free of asbestos.

SECTION XII
OWNERSHIP OF DOCUMENTS

12.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by DESIGN-BUILDER and its Consultants (deliverables).

12.02 No reuse fees or royalty payments will be paid to DESIGN-BUILDER in connection with future reuse or adaptation of designs derived under this contract.

12.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

12.04 DESIGN-BUILDER is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Work depicted in the deliverables for any without the prior express written permission of the County.

12.05 The documents referenced in this Section are not intended or presented by DESIGN-BUILDER to be suitable for reuse by the County or others on extensions of this Work or on other unrelated projects.

12.06 Any adaptation or use by the County of such documents on extension of this Work or other unrelated projects shall be at the County's sole risk.

SECTION XIII INDEMNIFICATION

13.01 DESIGN-BUILDER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF DESIGN-BUILDER PURSUANT TO THIS AGREEMENT.

13.02 DESIGN-BUILDER shall timely report all such matters to the 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 the County with a written report on each such matter covered by this paragraph and by paragraph 13.03 below, 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 the County required by DESIGN-BUILDER in the defense of each matter.

13.03 The County shall timely forward to DESIGN-BUILDER copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with DESIGN-BUILDER in its defense of each such matter.

13.04 DESIGN-BUILDER'S DUTY TO DEFEND INDEMNIFY AND HOLD THE COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY THE 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.

13.05 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 DESIGN-BUILDER, DESIGN-BUILDER 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 DESIGN-BUILDER are not at issue in the matter. In such event, the County shall promptly reimburse DESIGN-BUILDER for its costs of defense.

13.06 In the event that any such matter being so defended by DESIGN-BUILDER also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.

13.07 DESIGN-BUILDER shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.

13.08 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

13.09 DESIGN-BUILDER' indemnification shall cover, and DESIGN-BUILDER agrees to indemnify the County, in the manner provided for and to the extend described above, in the event the County is found to have been negligent for having selected DESIGN-BUILDER to perform the work described in this Agreement.

13.10 The provision by DESIGN-BUILDER of insurance shall not limit the liability of DESIGN-BUILDER under this Agreement.

13.11 DESIGN-BUILDER shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Contractor's operations. Such provisions shall be in form satisfactory to the County.

13.12 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of DESIGN-BUILDER and/or Trade Contractor providing such insurance.

SECTION XIV
FORT BEND COUNTY
INSURANCE REQUIREMENTS

14.01 DESIGN-BUILDER will provide a certificate of insurance indicating coverage in the amounts stated below.

14.02 DESIGN-BUILDER shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County, naming the County, the DESIGN-BUILDER and its employees as insured:

- a. Workers Compensation
- b. Employer's Liability: \$500,000
- c. General liability including:
 - (1). Premises/Operations
 - (2). Products/Completed Operation
 - (3). Contractual

- (4). Owner's Protective
- (5). Personal Injury/Advertising Liability
- (6). Mobile Equipment

General liability limits shall be equal to or greater than:

- (1). \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- (2). \$500,000 Bodily Injury and Property Damage combined, single limit.

Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

- (1). \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- (2). \$500,000 Bodily Injury and Property Damage combined, single limit.

e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

14.03 DESIGN-BUILDER shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.

14.04 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.

14.05 Approval of the insurance by the County shall not relieve or decrease the liability of the DESIGN-BUILDER.

14.06 Workers' Compensation Insurance Coverage:

A. Definitions:

1. Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Work, for the duration of the Work.

2. Duration of the Work - includes the time from the beginning of services on the Work until the services on the Work has been completed and accepted by the County.

3. Persons providing services on the Work ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services DESIGN-BUILDER has undertaken to perform on the Work, regardless of whether that person contracted directly with DESIGN-BUILDER and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Work. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

14.07 DESIGN-BUILDER shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of DESIGN-BUILDER providing services on the Work, for the duration of the Work.

14.08 DESIGN-BUILDER must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

14.09 If the coverage period shown on DESIGN-BUILDER' current certificate of coverage ends during the duration of the Work, DESIGN-BUILDER must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

14.10 DESIGN-BUILDER shall obtain from each person providing services on the Work, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the Work, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the Work; and

(B) no later than seven days after receipt by DESIGN-BUILDER, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Work.

14.11 DESIGN-BUILDER shall retain all required certificates of coverage for the duration of the Work and for one year thereafter.

14.12 DESIGN-BUILDER shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after DESIGN-BUILDER knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Work.

14.13 DESIGN-BUILDER shall post on each Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing

services on the Work that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

14.14 DESIGN-BUILDER shall contractually require each person with whom it contracts to provide services on the Work to:

(A) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Work, for the duration of the Work;

(B) provide DESIGN-BUILDER, prior to that person beginning work on the Work, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Work, for the duration of the Work;

(C) provide DESIGN-BUILDER, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Work;

(D) obtain from each other person with whom it contracts, and provide to DESIGN-BUILDER:

(i) a certificate of coverage, prior to the other person beginning work on the Work; and

(ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Work;

(E) retain all required certificates of coverage on file for the duration of the Work and for one year thereafter;

(F) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the Work; and

(G) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

14.15 By signing this contract or providing or causing to be provided a certificate of coverage, DESIGN-BUILDER is representing to the County that all employees of DESIGN-BUILDER who will provide services on the Work will be covered by workers' compensation coverage for the duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject DESIGN-BUILDER to administrative penalties, criminal penalties, civil penalties, or other civil actions.

14.16 DESIGN-BUILDER'S failure to comply with any of these provisions is a breach of contract by DESIGN-BUILDER which entitles the governmental entity to declare the contract void if DESIGN-BUILDER does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

SECTION XV
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVI
AUTHORITY OF COUNTY FACILITIES MANAGEMENT & PLANNING DIRECTOR

16.01 The County Facilities Management & Planning Director, at his sole discretion, shall decide and determine any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement by DESIGN-BUILDER. His decision shall be final.

16.02 It is mutually agreed by both parties that the County Facilities Management & Planning Director shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Facilities Management & Planning Director in such shall be final and binding alike on both parties hereto.

16.03 Nothing contained in this Article shall be construed to authorize the County Facilities Management & Planning Director to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XVII
MISCELLANEOUS

17.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof.

17.02 All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

17.03 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

17.04 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

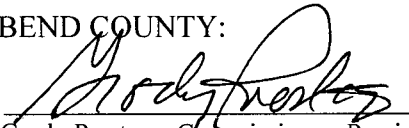
17.05 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

17.06 DESIGN-BUILDER agrees and understands that, by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. The Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client. The Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client. DESIGN-BUILDER and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.


SECTION XVIII
EXECUTION

This Agreement shall become effective upon execution by County.

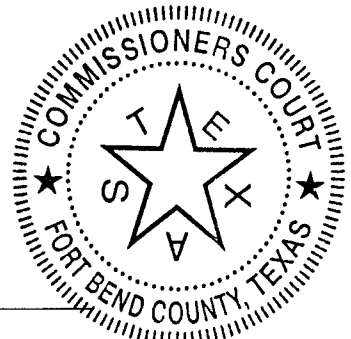
FORT BEND COUNTY:

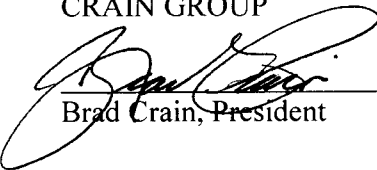
By:  Date: 11-13-2012
Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court November 13, 2012

ATTEST: 
Dianne Wilson, County Clerk

REVIEWED: 
By: Don Brady, County Facilities
Management & Planning Director

Date: 11/6/12



CRAIN GROUP

Brad Crain, President

Date: 11.5.12

I:MER/DB.Agr.Crain Group.GML Admin

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,885,000 to pay the obligation of Fort Bend County under this Agreement.


Ed Sturdivant, County Auditor

- Exhibit A: Design-Builder's Proposal dated November 1, 2012
- Exhibit B: County's General Terms
- Exhibit C: Prevailing Wage Rates
- Exhibit D: Design-Builder's response to SOQ 12-040

EXHIBIT "A"



November 1, 2012

Via Email and US Mail: Don.Brady@co.fort-bend.tx.us

Mr. Don Brady
Director of Facilities Management & Planning
Fort Bend County
1517 Eugene Heimann Circle #500
Richmond, Texas 77469

Re: Design/Build George Memorial Library Renovations for Fort Bend County, 012-040; Design-Build Proposal

Dear Mr. Brady:

Pursuant to the County's authorization for contract negotiations with Crain Group for the captioned project, we are very pleased to present this design/build proposal. As stated in our Statement of Qualifications dated April 5, 2012, this project provides us with another opportunity to demonstrate the strength of our experience and resources in providing design/build services for Fort Bend County.

We have studied the presented project scope and phasing schedule, made several visits to the facility, and met with the stakeholders; in so doing, we've taken the knowledge obtained and have calculated our proposed design fees. As such, we hereby propose our design phase services, including reimbursables, to not exceed Two Hundred Seventy-One Thousand Dollars (\$271,000). We estimate the time duration of the design phase to be three (3) months.

Additionally and based upon the foregoing knowledge, our preliminary estimate and schedule for the construction phase of the project totals Two Million Six Hundred Fourteen Thousand Dollars (\$2,614,000), and accounts for an eight (8) month phased-construction project duration. This estimate is based on the presented scope and includes general conditions, demolition, concrete, canopy structure with foundations, steel storage structure, millwork, storage building insulation, doors-frames-hardware, glass and glazing, acoustical ceilings, sheetrock partitions, flooring, painting, elevator modifications, plumbing, HVAC, electrical, stage lighting, fire alarm, public address system, voice and data cabling, design personnel construction administration, general liability and builder's risk insurance, performance and payment bonds, and contingency. The final 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,

A handwritten signature in blue ink, appearing to read "John Green".

John Green
Vice President

Cc: Brad Crain - President

Attachments: George Memorial Library Project Scope 10/05/12

2635 Miller Ranch Road Pearland, Texas 77584 713.436.8727 (o) 713.436.8730 (f) www.crainzamora.com

Facilities Management & Planning
George Memorial Library - Project Scope
05 October, 2012

General Scope	
1	Replace ceiling tile and grid w/2 x 2 tegular tile (confirm locations; not required in areas of later renovations)
2	Replace existing light fixtures with modern, energy-efficient fluorescent fixtures including 2 x 2 and 2 x 4 lay-in fixtures and pendant-mounted up / down fixtures in public stack areas Provide new up-lighting at central atrium
3	Replace public address system; new controller, ceiling speakers & cable, and create new zones
4	Provide infrastructure for new security gates and pad stations at main and secondary entrances to accommodate RFID system; requires electrical modifications at gate locations
5	Organize and secure existing and / or new data cabling in ceiling plenum; final scope to be determined.
6	Replace wall & floor tile and toilet partitions in public restrooms; address minor accessibility deficiencies; replace light fixtures
7	Seal all existing mechanical equipment & ductwork, air handlers and primary trunks (third-party HVAC study & report to be provided by County) Install new conventional air supply grilles to replace existing light troffer-type air distribution devices
8	Elevator Cab Refurbishment
Lower Level Scope	
9	Green Room remodel, adjacent to stage; improve lighting
10	Provide accessible pathway to lower Plaza fountain and Amphitheatre
11	Reconfigure the existing storage into two storage areas, both with a double door entrance
Main Level Scope	
12	Upgrade door operators at main and secondary entrances; Install card key access at Loading Dock, Control Room, and two staff entrances

Facilities Management & Planning
George Memorial Library - Project Scope
 05 October, 2012

13	Redesign Circulation Desk; expand Circulation Workroom into southwest area of Main Lobby
14	Reference Desks – replace two and refinish two; upgrade power at these locations
15	Design northwest corner of Main Lobby with glass storefront enclosure for Friends of the Library & Gift Shop
16	Replace base and wall cabinets and install new lighting at Meeting Room kitchen
17	Remove wall coverings and replace with sound absorption materials in Meeting Room and modify wall to accommodate new AV rack placement
18	Replace exterior hollow metal door, west side
19	Remove wall divider in Youth Services, relocate manager's office and reference desk and expand existing workroom to include existing manager's office
Upper Level Scope	
20	Remove existing A/V work counter and renovate area w/ casual seating and self-serve vending counter
21	Renovate existing Regional Historic Resource Depository into Meeting Rooms (located west of existing A/V display area)
22	Existing Genealogy area to be converted to new Teen area to include a gaming area with AV component, storage, computer cluster, collection of existing materials, and a reference/information desk (provided by owner)
23	Renovate existing Administration suite into expanded Genealogy. Plan for eight-station computer cluster; relocate six microfiche stations. Existing Workroom & Office to remain and include RHRD storage
24	Replace existing fire alarm panel (sprinklering will not be required, per Fire Marshal)
25	Map electrical circuits associated with existing generator, confirm service to computer server room
26	Minor modifications to staff lounge to include removal of existing cook top, refresh existing appliances as necessary; modify electrical circuits to accommodate two microwaves

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Exterior Scope	
27	Construct approximately 1,700 sf pre-engineered, insulated and climate controlled building for temporary staging and storage of library materials and equipment
28	Install new tension structure cover and general lighting at Amphitheatre seating area; repair cracks in concrete seating and install coating
29	Install new electrical circuits in Amphitheatre Stage area to accommodate new sound and lighting components
30	Design new stage lighting and sound system at Amphitheatre, including new control system / panel at rear of seating area; provide video projection capability with motorized screen
31	Investigate accessibility improvements for Amphitheatre (route and seating)
32	Replace existing concrete ramp at southeast staff entrance with new landing and steps
33	Provide SD level study / budget estimates for options to improve drainage conditions at existing parking
34	Install new conduit and cable connection to existing marquee sign
35	Study options for improvements at existing terraced landscaping area adjacent to Loading Dock
36	Refurbish fountain lighting and finishes; provide convenience power in fountain area
37	Install water softening system to serve HVAC condenser water loop
38	Assess sump pump functionality at Loading Dock; confirm emergency power to pump
39	Coordinate widening of existing Golfview drive with the Mobility engineer

EXHIBIT B

GENERAL TERMS FOR CONTRACTS WORK QUALITY STANDARDS

1.0 GUARANTEES

1.1 Contractor guarantees Owner that the Work shall comply strictly with the provisions of this Agreement and all specifications and drawings referred to in this Agreement or thereafter furnished by Owner, and that the Work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Contractor. Contractor further guarantees Owner that all materials, equipment and supplies furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes. Without limitation of any other rights or remedies of Owner, if any defect in the Work in violation of the foregoing guarantees arises within the period set forth below, Contractor shall upon receipt of written notice of such defect promptly furnish, at no cost to Owner, design and engineering, labor, equipment and materials necessary to correct such defect and cause the Work to comply fully with the foregoing guarantees.

1.2 Contractor's guarantees set forth in Section 1.1 shall extend for twelve (12) months after the start of regular operation or use of the Work by Owner. Any period wherein the Work is not available for use due to defects in materials, workmanship or engineering furnished by Contractor shall extend the guarantee period by an equal period of time. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

1.3 Design and engineering, labor, equipment and materials furnished by Contractor pursuant to Section 1.1 to correct defects shall be guaranteed by Contractor in accordance with the guarantees set forth in Section 1.1 for a period of twelve (12) months from the date of completion of the correction, or for the remainder of the guarantee period set forth in Section 1.2 above, whichever is longer.

1.4 In the event Contractor shall have been notified of any defects in the Work in violation of Contractor's foregoing guarantees and shall fail to promptly and adequately correct such defects, Owner shall have the right to correct or to have such defects corrected for the account of Contractor, and Contractor shall promptly pay Owner the costs incurred in correcting such defects.

2.0 INSPECTION, TESTING AND QUALITY CONTROL

2.1 Contractor shall inspect all materials, supplies and equipment which are to be incorporated in the Work. In addition, Contractor shall conduct a continuous program of construction quality control for all Work. Contractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Owner for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all construction quality control activities contemplated, including provision for adequate documentation of Contractor's performance of such quality control and inspection.

2.2 Contractor shall, during the course of performance of the Work hereunder, without additional compensation, make or cause to be made all tests required by this Contract. Owner may require additional inspections and tests. Contractor shall furnish Owner with satisfactory documentation of the results of all inspections and tests. Owner shall be given not less than five (5) working days notice of any tests to be made by Contractor or Contractor's suppliers in order that Owner and/or Owner may witness any such tests.

2.3 Owner and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the Work and all material, supplies and equipment for the Work at the jobsite and at Contractor's and its supplier's or subcontractor's shops for conformance with the Contract. Contractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to Contractor for such Work, materials or equipment shall prejudice the rights of Owner.

2.4 If Contractor covers any portion of the Work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Owner, the cost of uncovering and covering the Work to allow for such inspection or test shall be borne by the Contractor. Owner may order reexamination of any Work. In the event of such reexamination, if any material, equipment or any part of the Work is determined by Owner to be defective, Contractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such Work is found to be in accordance with the Contract requirements upon such reexamination, Owner shall pay Contractor the cost of uncovering and restoration.

2.5 Rejection by Owner of any or all parts of defective Work for failure to conform to this Contract shall be final and binding. Such rejected Work shall be promptly corrected or replaced by Contractor at Contractor's expense. If Contractor fails to commence and diligently continue correction or replacement of such rejected Work immediately after receipt of written notice from Owner to correct or replace the rejected Work, Owner may at their option remove and replace the rejected Work, and Contractor shall promptly reimburse Owner for the costs of such removal and replacement of defective Work.

2.6 Manufacturer's Field Services

- A. When specified in respective Specification sections, Contractor shall require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, testing, and to make appropriate recommendations.
- B. Manufacturer's representative shall submit written report to the Owner listing observations and recommendations

3.0 CONDITIONS AND RISKS OF WORK

Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all conditions apparent under normal circumstances, relevant to the Work, and its surroundings. Information on the site of the Work

and local conditions at such site furnished by Owner in specifications, drawings or otherwise is not guaranteed by Owner and is furnished only for the convenience of Contractor.

4.0 APPROVED FOR CONSTRUCTION DRAWINGS AND SPECIFICATIONS

4.1 The Work shall be performed using only drawings and specifications marked "Approved for Construction" or equivalent by Owner. Such approval shall not relieve Contractor of any obligations under this Contract, nor constitute Owner's assumption of responsibility for the accuracy or adequacy of any of Contractor's information or Work incorporated in such documents.

4.2 Contractor shall perform all Work outside of the areas marked "HOLD" on "Approved for Construction" specifications and drawings to maintain the schedule of Work, but shall not perform any Work in the areas or sections marked "HOLD" on "Approved for Construction" specifications and drawings until revised "Approved for Construction" specifications and drawings are received with the "HOLD" markings deleted.

4.3 If Contractor's schedule will be delayed by "HOLD" markings on specifications and drawings, Contractor shall report such delay to Owner in writing not less than five (5) working days prior to the start of the delay.

4.4 Contractor shall maintain at the work site a complete and current set of "Approved for Construction" drawings and specifications.

5.0 INTENT OF SPECIFICATIONS AND DRAWINGS

5.1 The specifications and drawings may not be complete in every detail. Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not make use of any errors or omissions therein to the detriment of the Work. Should any conflict, error, omission, or discrepancy appear in the drawings, specifications, instructions, in work done by others, or in site conditions, Contractor shall notify Owner in writing at once, and Owner will issue written instructions to be followed. If Contractor proceeds with any of the Work in question prior to receiving such instructions, then required corrections shall be at Contractor's expense.

5.2 Contractor shall not deviate from the specifications and drawings without prior written approval from Owner. Anything shown in the specifications referred to in this Contract or thereafter furnished by Owner and not shown in the drawings referred to in this Contract or thereafter furnished by Owner, or shown in such drawings and not shown in such specifications, shall be of like effect as if shown or mentioned in both and shall not be considered to be a conflict.

5.3 Materials shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the specifications without Owner prior written approval.

6.0 SAFETY

6.1 Contractor shall take necessary safety and other precautions to protect property and persons from damage, injury or illness arising out of the performance of the Work. Contractor shall comply strictly with local, municipal, provincial, state and national laws, orders, and regulations pertaining to health or safety which are applicable to Contractor or to the Work, including without limitation the Occupational Safety and Health Act of 1970 (84 U.S. Statutes

1590), as amended and any state plans approved thereunder, and regulations thereunder, to the extent applicable, and Contractor warrants the materials, equipment and facilities, whether temporary or permanent, furnished by Contractor in connection with the performance of the Work shall comply therewith. At all times while any of Contractor's employees, agents or subcontractors are on Owner's premises, Contractor shall be solely responsible for providing them with a safe place of employment, and Contractor shall inspect the places where its employees, agents or subcontractors are or may be present on Owner's premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them. Contractor shall indemnify and save harmless Owner, and their officers, employees and agents, from and against any and all claims, loss or liability in any manner arising out of Contractor's failure to comply with this Article.

6.2 Accidents, injuries and illnesses requiring medical attention other than first aid, damage to property of Owner, Owner and Contractor, and fires shall be orally reported to Owner at the time of the incident. Written reports, satisfactory in form and content to Owner, shall be submitted by Contractor promptly after each incident.

6.3 Contractor shall maintain in form and content approved by Owner, jobsite accident, injury and illness statistics which shall be available for inspection by, and submitted to, Owner upon its written request.

7.0 CLEAN-UP

7.1 Contractor shall at all times keep its work area in a neat, clean and safe condition and remove from the Owner's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the Work, Contractor shall promptly return unused materials furnished by Owner and remove from Owner's premises all of Contractor's equipment, material, scaffolding and like items, leaving Owner's premises and the vicinity clean, safe and ready for use.

7.2 In the event Contractor shall fail to maintain its work area as described above and in a manner satisfactory to Owner, or to effect such cleanup or removal immediately after receipt of written notice to do so, Owner shall have the right without further notice to Contractor to perform such cleanup and remove such items on behalf of, at the risk of and at the expense of Contractor. Owner may store items removed at a place of its choosing on behalf of Contractor and at Contractor's risk and expense. Owner shall promptly notify Contractor of such place of storage.

8.0 SUBCONTRACTS AND PURCHASE ORDERS

8.1 Contractor shall not subcontract performance of all or any portion of the Work under this Contract without first notifying Owner of the intended subcontracting and obtaining Owner Notice of Non-Objection in writing of the subcontracting and the subcontractor. If requested by Owner, Contractor shall furnish Owner a copy of the proposed subcontract (with price deleted if the subcontracted work is part of fixed price Work of Contractor under this Contract) for Owner review of the terms and conditions thereof and shall not execute such subcontract until Owner has given notice of Non-Objection to such terms. Failure of Contractor to comply with this Section may be deemed by Owner to be a material breach of this Contract.

8.2 Contractor guarantees that its subcontractors will comply fully with the terms of this Contract applicable to the portion of the Work performed by them. If any portion of the Work

which has been subcontracted by Contractor is not prosecuted in accordance with this Contract, on request of Owner the subcontractor shall be replaced at no additional cost to Owner and shall not be employed again on the Work.

8.3 Owner shall have the right from time to time to contact Contractor's subcontractors to discuss their progress.

8.4 As used in this Article, the term "subcontract" shall include purchase orders of the general types designated from time to time by Owner in advance for materials or equipment for the Work, and the term "subcontractor" shall include vendors of such material or equipment.

9.0 TERMINATION FOR DEFAULT

9.1 In the event that Contractor shall default in the performance of any express obligation to be performed by Contractor under this Contract and shall fail to begin correction of such default within five (5) working days following written notice thereof from Owner, or if the Contractor does not exercise due diligence to complete the correction in an expeditious manner, Owner may, without prejudice to any other rights or remedies Owner may have, hold in abeyance further payments to Contractor and/or terminate Contractor's right to continue performance of this Contract by written notice to Contractor specifying the date of termination. In the event of such termination, Owner may take possession of the Work at the jobsite and any or all materials and plant equipment (whether delivered to the jobsite or on order therefor by Contractor), tools and construction equipment that has been paid for by owner at jobsite and finish the Work by whatever method Owner may deem expedient.

9.2 In the event of termination by Owner under Section 9.1, Contractor shall, upon request by Owner, promptly advise it of all outstanding subcontracts, rental agreements and purchase orders which Contractor has with others pertaining to performance of the Work and furnish Owner with complete copies thereof. Upon request by Owner, Contractor shall assign to Owner, in form and content satisfactory to Owner, Contractor's title to materials and plant equipment that has been paid for by Owner for the Work and those subcontracts.

9.3 In the event of termination by Owner under Section 9.1, Contractor shall not be entitled to receive any further payment until the Work is completed. Upon completion and final acceptance of the Work, Owner will determine the total cost incurred in completing the Work including, without limitation, additional overhead, legal and other costs incurred by Owner to effect such termination and to complete the Work, plus a markup for profit in the amount of 10 percent of the total cost of the Work performed by Owner force. If the total costs noted above exceed the balance of the Contract price unpaid at the time of the termination, Contractor shall, promptly after a receipt of an invoice, pay to Owner the amount of such excess. Owner shall have the right and are authorized to setoff against and deduct from any excess payable to Contractor any other damages suffered by Owner due to said default or event giving rise to the termination or due to other defaults of Contractor in complying with the terms of this Contract. Contractor shall continue to be fully liable for all such other damages to Owner. A waiver by Owner of one default by Contractor shall not be considered to be a waiver of any subsequent default by Contractor, nor be deemed to amend or modify the terms of this Contract. Contractor expressly waives any formal notice by Owner of Contractor's failure to perform, or passive breach of, Contractor's express obligations under this Contract.

9.4 Upon commencement of a case by or against Contractor under applicable bankruptcy law, or any general assignment by Contractor for the benefit of its creditors, or the appointment

of a receiver to take charge of Contractor's assets, and provided the same renders Contractor unable to perform its obligations, Owner may treat Contractor as in default under Section 9.1 and may exercise any of the remedies of this Article.

9.5 In the event Contractor is unable to fully perform its obligations due to labor disputes, labor or material shortages, fire, forces of nature, or other circumstances which by the exercise of reasonable diligence Contractor is unable to prevent or provide against, Contractor shall be relieved of its obligation only to the extent it is unable to perform, provided that Contractor shall give written notice to the Owner within three (3) days after the occurrence of such event. The notice shall include an estimate of the impact on the required performance hereunder. If the Contractor is unable to cure this Force Majeure within thirty (30) days then Owner shall have the right, but not the obligation, to terminate this Contract.

10.0 STOP WORK ORDERS

Upon failure of Contractor or its subcontractor(s) to comply with any of the requirements of this Contract, Owner shall have the authority to stop any operations of Contractor or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 9.0. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by Contractor.

TIMING OF WORK

11.0 SCHEDULING, REPORTING AND COORDINATION

11.1 Contractor agrees to adhere to the schedule approved by Owner and attend and participate in scheduled progress and coordination meetings called by Owner.

11.2 Contractor recognizes that Owner and/or other contractors and subcontractors may be working concurrently at the jobsite. Contractor agrees to cooperate with Owner and other contractors so that the project as a whole will progress with a minimum of delays. Owner reserves the right to direct Contractor to schedule the order of performance of its Work in such manner as not to interfere with the performance of others.

12.0 OVERTIME

12.1 Unless expressly stated elsewhere in this Contract, Work at the jobsite shall be compatible with Owner starting and quitting times, or other times approved by Owner.

12.2 Scheduled overtime work by Contractor must be approved in advance and in writing by Owner. Overtime work, whether scheduled or incidental, shall be to Contractor's account unless the compensation therefore is specifically authorized in writing by Owner. In the event Owner approves compensation of Contractor's overtime in advance, such compensations separately authorized shall be limited to the actual cost to Contractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Contractor shall submit supporting documents satisfactory in form and content to Owner for its verification and approval.

13.0 DELAYS

In the event Contractor or Owner is delayed in performing any of their respective obligations in this Subcontract and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, accidents, acts of civil or military authority, fires, floods, or earthquakes, beyond the reasonable control of the party delayed, such delay shall be excused and the period of such delay shall be added to the time for performance of the obligation delayed, unless the date, schedule or time period for performance of the obligations expressly stated in the Contract to be guaranteed. In the event any such delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or expected delay and the cause and estimated duration of such delay. In the event of a delay due to the foregoing causes or events, whether such delay is excused or not, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay. Contractor shall, within five (5) working days of the commencement of any such delay, give to Owner written notice thereof and of the anticipated results thereof. Within two (2) working days of the termination of any such delay, Contractor shall file a written notice with Owner specifying the actual duration of the delay. If Owner determines that the delay was beyond the control and without the fault or negligence of Contractor and not foreseeable by Contractor at the effective date of this Contract, Owner shall determine the duration of the delay and shall extend the time of performance of this Contract thereby.

14.0 POSSESSION PRIOR TO COMPLETION

Owner shall have the right to move into Contractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Contractor's Work as Owner deem necessary for their operations. In the event Owner desire's to exercise the foregoing right, Owner will so notify Contractor in writing. Such possession or use shall not constitute acceptance of Contractor's Work.

15.0 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

15.1 When Contractor deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified in this Contract, Contractor shall, within ten (10) working days thereafter, give a written Notice of Completion and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Owner may inspect the Work and shall either reject the Notice of Acceptance of the Work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.

15.2 In the event Owner rejects the Notice of Completion and specifies defective or uncompleted portions of the Work, Contractor shall within five (5) working days, provide for Owner review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Owner a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Owner a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively there after until Owner has given Contractor written Notice of Acceptance for purposes of final payment and final acceptance.

15.3 Any failure by Owner to inspect or to reject the Work or to reject Contractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the Work for any purpose by Owner nor imply acceptance of, or agreement with, said Notice of Completion.

WORK CHANGES

16.0 CHANGES

16.1 The Scope of Work shall be subject to change by additions, deletions or revisions thereto by Owner. Contractor will be notified of such changes by receipt of additional and/or revised drawings, specifications, exhibits or written orders.

16.2 Contractor shall submit to Owner within ten (10) working days after receipt of notice of a change, a detailed takeoff with supporting calculations and pricing for the change together with any adjustments in the schedule required for the performance of Work as changed. The pricing shall be itemized as required by Owner and shall be in sufficient detail to permit an analysis of all labor, material and equipment and shall cover all work involved in the change, whether such work was deleted, added or modified. Amounts related to subcontracts shall be supported in similar detail. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished.

16.3 Contractor shall not perform changes in the Work in accordance with Sections 16.1 and 16.2 until Owner have approved in writing the pricing for the change and any adjustment in the schedule for performance of the Work, except as set forth in Section 16.4. Upon receiving such written approval from Owner, Contractor shall diligently perform the change in strict accordance with this Contract.

16.4 Notwithstanding Section 16.3 Owner may expressly authorize Contractor in writing to perform the change prior to such approval by Owner. Contractor shall not suspend performance of this Contract during the review and negotiation of any change.

16.5 Contractor shall not comply with oral changes in the Work. If Contractor believes that any oral notice or instruction received from Owner will involve a change in the cost, time to perform or integrity of the work, it shall require that the notice or instruction be given in writing and shall comply with the provisions of Sections 16.2, 16.3, and 16.4. Any costs incurred by Contractor to perform oral changes shall be for Contractor's account, and Contractor waives any and all rights to claim for such costs or additional time to perform the Work as a result of compliance by Contractor with such oral changes.

17.0 TERMINATION AT OWNER'S OPTION

17.1 Owner shall have the right at any time, with or without cause, to terminate further performance of all or part of the Work by written or telegraphic notice to Contractor specifying the date of termination. On the date of such termination stated in said notice, Contractor shall discontinue performance of the Work and shall preserve and protect tools, construction equipment and facilities on jobsite, materials and plant equipment purchased for or committed to the Work (whether delivered to the jobsite or on order), Work in progress and completed Work (whether at jobsite or other locations) pending Owner's instructions and, if requested by it, shall turn over the same to Owner that has been paid for by Owner, including title to said materials and plant equipment, or dispose of same in accordance with Owner's instructions.

17.2 Upon receipt of said notice, Contractor shall advise Owner of its outstanding orders and subcontracts pertaining to performance of the terminated work and, upon request, furnish Owner with complete copies. Contractor shall place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not terminated; Contractor shall promptly make every reasonable effort to procure cancellation, upon terms satisfactory to Owner, of all orders and subcontracts to the extent they relate to the performance of Work terminated; or, as directed by Owner, shall assign to it or Owner in form satisfactory to Owner such of its subcontracts and orders as are designated by Owner, or shall take such other action relative to such subcontracts or orders as may be directed by Owner.

17.3 If Contractor has fully and completely performed all obligations under this Contract up to the date of termination, Contractor shall recover from Owner as complete and full settlement for such termination for Work to be performed under this Contract, the actual costs of all such Work satisfactorily executed to the date of termination, plus an allowance for reasonable overhead and profit on such costs (but not to exceed a pro rata portion of such Contract Price for such Work based on the percentage of Work property completed to the date of termination), together with reasonable costs occasioned by such termination and not previously paid for, less such sums as Contractor has already received on account of the Work performed. In no event shall total payment to Contractor exceed the Contract Price.

17.4 All requests for compensation under any of the foregoing provisions of Section 17.3 shall be submitted to Owner in accordance with the provisions of Article 16.0, CHANGES. In no event shall Contractor be entitled to any prospective profits or any damages.

17.5 The provisions of this Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination.

MATERIALS AND EQUIPMENT

18.0 PROTECTION OF MATERIALS, EQUIPMENT, AND WORK 18.1 Contractor shall at all times in accordance with the best practices and at no additional cost to Owner, preserve and protect material and equipment used by Contractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

18.2 Contractor shall at all times in accordance with the best practices and at no additional cost to Owner, protect from damage due to Contractor's operations, equipment and materials (whether stored or installed), paving, structures, and any and all other items on jobsite belonging to Owner, Owner or others.

18.3 Owner shall not be responsible for any loss suffered by Contractor, or damage to the Work, or to materials, tools and equipment of Contractor or of any other contractor, and Contractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage unless caused by Owner.

19.0 CARE, CUSTODY, CONTROL, AND TITLE TO MATERIALS AND EQUIPMENT

19.1 Good and clear title to all materials and equipment furnished by Contractor under this Contract for the Work shall, except as expressly provided otherwise, elsewhere in this Contract,

pass to Owner upon incorporation into the permanent plant. Contractor shall ensure that vendors and suppliers from whom Contractor obtains materials and equipment do not retain, encumber or reserve title to such items.

19.2 Notwithstanding the provisions of Section 19.1, the care, custody and control of Contractor's Work incorporated into the permanent plant shall remain with Contractor until such Work has been accepted in writing by Owner and shall thereupon pass to Owner unless Owner notify Contractor in writing that such care, custody, and control is assumed by Owner at an earlier date. The taking of possession of such Work pursuant to Article 14.0, POSSESSION PRIOR TO COMPLETION, shall not constitute the assumption of care, custody and control of such Work until such time as such Work has either been accepted in writing by Owner, Owner or Contractor has been notified as set forth herein.

LABOR AND WORK RULES

20.0 CONTRACTOR'S PERSONNEL

20.1 Contractor shall provide an adequate number of qualified and competent supervisory staff, craftpersons and other personnel to perform the Work. At all times during the course of the Work, Contractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Owner. The supervisor shall have authority to represent Contractor and directions given to him shall be binding on Contractor. Upon Owner written request, Contractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Contractor is all matters pertaining to the Work and this Contract. Contractor shall furnish Owner a copy of the authorization. Contractor shall not transfer or remove any of its supervisory or key personnel from performance of Work without the prior written approval of Owner.

20.2 Any employee of Contractor deemed by Owner, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Owner request and shall be promptly replaced by Contractor at no extra expense to Owner.

20.3 If requested by Owner, Contractor shall furnish it with the names and addresses of Contractor's subcontractors, field employees of Contractor and its subcontractors, and others who have performed or are performing the Work hereunder.

21.0 EMPLOYMENT CERTIFICATIONS AND PRACTICES

21.1 Contractor certifies that it has an affirmative action policy ensuring equal employment opportunity without regard to race, color, national origin, sex, religion or handicap, that it maintains no employee facilities segregated on the basis of race, color, religion or national origin and that it is not debarred or suspended from being awarded Federal or Federally assisted contracts.

21.2 If applicable to this Contract, the following laws, orders and regulations, as amended, are hereby incorporated by reference: Executive Order - 11246 (Equal Employment Opportunity); Vietnam Era Veterans Readjustment Act; Rehabilitation Act of 1973; Veterans Compensation, Education and Employment Act; 41 CFR 601.7 (EEO1 Reports); 41 CFR 601.40 (Affirmative Action Plans); 41 CFR 61650 (Veterans Employment Reports).

21.3 Upon request of Owner, Contractor will furnish it with a certificate satisfactory in form to Owner that goods furnished by Contractor in performance of this Contract were produced in full

compliance with the requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

22.0 WORK RULES

Contractor shall comply strictly with Owner's rules governing the conduct of Contractor and Contractor's employees, agents and subcontractors at and about the jobsite. Contractor agrees that it shall ensure that its supervisory personnel, employees, agents and subcontractors at the jobsite comply strictly with such rules. Owner reserve the right to, from time to time, revise any such rules, and Contractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

23.0 USE OF PREMISES

23.1 Contractor shall confine his apparatus the storage of materials, and the operations of his employees to limits indicated by law, ordinances, permits, and the direction of Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce Owner's instructions regarding fires and smoking.

23.2 The premises shall be maintained free from Contractor's signboards of every kind, except for one sign which must be approved by Owner. Contractor shall see that no unauthorized sign or other advertising is exposed on any part of the premises over which he has jurisdiction.

23.3 Storage of construction material and equipment required for this contract shall not block any entrances, driveways or railroad siding to or on the property and shall be in an area designated by Owner.

23.4 Contractor shall, prior to start of construction, consult with Owner in reference to operations and required plant shutdowns.

23.5 Contractor shall give Owner at least 48 hours notice of a required plant shutdown. No shutdown shall be made without permission of Owner.

24.0 PROTECTION OF WORK AND PROPERTY

24.1 The Contractor shall continuously maintain adequate protection from damage for all work and shall protect Owner and the Owner's property from injury or damage arising in connection with this contract. Immediately, upon execution of the contract, the Contractor, as required by applicable law, ordinance, or regulation, shall send written notice to all owners of property in the vicinity of the proposed building operation, whose property may in any way be affected by the work of demolition, excavation or construction, notifying such property owners as to the extent of the proposed work, and the manner in which it may affect their property. Copies of such notices, with a detailed description of the nature of the adjoining premises, shall be simultaneously forwarded to Owner.

24.2 The Contractor shall take all necessary precautions to protect all adjacent property from any and all damage which may be caused to such property by reason of any of the work of demolition, excavation or construction about or upon the Owner's premises and shall, at his own cost and expense, repair and restore to its original conditions, any property of any adjacent

property owner which has been damaged by reason of said demolition, excavation or construction work.

24.3 Contractor shall construct and maintain substantial fences and/or barricades around all potentially hazardous operations and situations during the time of construction, not only on public property, but also on the building site, and provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by Owner.

INDEMNIFICATION AND INSURANCE

25.0 INDEMNITY

Deleted – see Design-Build Agreement

26.0 INSURANCE

Deleted – see Design-Build Agreement

27.0 BONDS

Deleted – see Design-Build Agreement

WORK CONDITIONS

28.0 CONTRACTUAL RELATIONSHIP

Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly equipped, organized and financed to perform such Work. Contractor represents that at the time of submission of its quotation for performance of the Work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the Work is to be performed. Upon written request by Owner, Contractor shall furnish to it such evidence as Owner may require relating to the Contractor's ability to fully perform this Contract. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and Owner. Contractor agrees that Contractor is an independent contractor and an employer subject to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve Owner of any responsibility or liability for treating Contractor's employees as employees of Owner for the purpose of their safety or of keeping records, making reports or paying any payroll taxes or contribution; and Contractor agrees to indemnify and hold Owner harmless and reimburse them for any expense or liability incurred under said statutes in connection with employees of Contractor, including a sum equal to any unemployment benefits paid to those who were Contractor's employees, where such benefit payments are charge to Owner under any merit plan or to Owner of Owner's reserve account pursuant to any statute. The Contractor further agrees, as regards the items set forth below and for Work under this Contract, that it will keep and have available all necessary records and make all payments, reports, collections, and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Contract, so as to fully relieve and protect Owner from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering,

pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours of work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds, or similar assessments.

29.0 PERMITS AND LICENSES

Contractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Owner's responsibility elsewhere in the Contract), certificates and licenses required by governmental authorities having jurisdiction over the Work, Contractor or the location of the Work.

30.0 INDEPENDENT CONTRACTOR

Nothing in this Contract shall be deemed to represent that Contractor, or any of Contractor's employees or agents, are the agents, representatives or employees of Owner. Contractor shall be an independent contractor and shall have responsibility for and control over the details and means for performing the Work, provided that Contractor is in compliance with the terms of this Contract. Anything in this Contract which may appear to give Owner the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor, shall mean that Contractor shall follow the desires of Owner only as to the intended results of the Work.

31.0 CONFIDENTIAL INFORMATION

Drawings, specifications, and other information obtained by Contractor from Owner in connection with the Work shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of Work or as authorized in writing by Owner and/or Owner. All such documents furnished by Owner to Contractor shall remain their property, and upon completion of the Work Contractor shall, as requested by Owner and/or Owner, either destroy or return such documents including any copies thereof.

32.0 PUBLICITY

Contractor shall not make news releases, publicize or issue advertising pertaining to the Work or this Contract without first obtaining the written approval of Owner.

33.0 OWNERSHIP AND USE OF DRAWINGS

Drawings, technical documents and data prepared or developed by Contractor and furnished to Owner in performance of the Work shall be the property of Owner and may be used by Owner without restriction. The Owner shall have no right to own or further use any internal shop drawings prepared by Contractor.

34.0 ASSIGNMENTS

Contractor shall not assign this Contract wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of Owner. Any assignment of this Contract in violation of the foregoing shall be void at the option of Owner. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

35.0 LAWS AND REGULATIONS

35.1 Contractor shall comply strictly with local, municipal, state, federal and governmental laws, orders, codes and regulations applicable to Contractor's operations in the performance of the Work hereunder.

35.2 Contractor shall not, under any circumstances apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to this Contract or to the performance thereof, without Owner's prior written approval.

35.3 Contractor shall not, under any circumstances, cause or permit, in connection with the Work to be performed hereunder, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant or other substance in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by any governmental authorities having jurisdiction over the Work. Contractor shall comply with all legal regulatory requirements applicable to the Work performed under this Contract and shall be responsible for compliance with all hazardous waste, health and safety, notice, training, and environmental protection laws, rules, regulations and requirements, including, but not limited to, the Resource Conservation and Recovery Act. "Hazardous waste" includes all substances which are or may be identified as such in 40 C.F.R. Part 261 or other applicable laws or regulations. Contractor shall submit material safety data sheets, OSHA Form 20, as required. As an inducement to award of this Contract, Contractor warrants full compliance and that it will adhere to all applicable project hazardous waste procedures and if necessary, obtain or arrange for at its expense all identification numbers, permits, applications, and other things required in connection with the activities under this Contract. Contractor agrees that it will not store any hazardous wastes at the jobsite for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner or Owner, which shall be more restrictive. Contractor further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 C.F.R. Part 261 or other applicable law, as amended. Contractor agrees to take, at its expense all actions necessary to protect third parties, including without limitation, employees and agents of Owner and Owner from any exposure to, or hazards of hazardous and/or toxic wastes or substances generated or utilized in Contractor's operations. Contractor agrees to report to the appropriate governmental agencies all discharges, releases and spills of hazardous substances and/or toxic wastes required to be reported by law and to immediately notify Owner and Owner of same.

35.4 This Contract shall be subject to the law and jurisdiction of the State of Texas, unless expressly designated otherwise within this Contract.

PAYMENT TERMS

36.0 INVOICING AND PAYMENT

36.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the Contract Price shall be payable by Owner in monthly progress payments, payable thirty (30) calendar days after receipt and approval by Owner of a proper invoice. Each progress payment shall be for ninety percent (90%) of the value of Work completed by Contractor until fifty thousand dollars (\$50,000.00) of retainage is met.

36.2 Contractor shall submit separate invoices to Owner monthly within five (5) calendar days after the cutoff date as follows:

36.2.1 Progress invoices, for progress payments for Work (including additional Work authorized by Owner and added by a formal change to this Contract) completed by Contractor during each progress billing period. Cutoff date for Contractor's progress invoice shall be consistent from month to month as mutually agreed. Payment shall not be construed to be an acceptance of Work. Such invoices are subject to ten percent (10%) retention.

36.2.2 Additional Work invoices as separate invoices, to cover additional Work authorized by Owner and completed by Contractor, but not added to this Contract by a formal change at the time of invoicing. Such invoices are subject to ten percent (10%) retention.

36.2.3 The Final and/or Retention invoice shall be submitted for final payment after completion and acceptance of Work by Owner and compliance by Contractor with all terms of this Contract. This invoice shall contain complete itemized listing of Progress and Additional Work invoices by number, date, gross amount, retention amount, and the total amount of sums retained and due. It shall also contain, or be supported by a written acceptance of the Work signed by Owner and a certification and release in accordance with Article 40.0, FINAL PAYMENT CERTIFICATION AND RELEASE. Unless otherwise required by applicable law, final payment shall be made after completion and acceptance of all Work and in any event, shall not be sooner than 30 calendar days after receipt of a proper invoice and supporting documents satisfactory to Owner. Final payment shall not relieve Contractor of any obligation under Contract guarantees.

36.3 Contractor shall prepare all invoices in a form satisfactory to and approved by Owner. In the event an invoice is submitted, in accordance with Contract terms, for Work accomplished on a reimbursable or unit price/unit rate basis, it shall be accompanied by documentation supporting each element of measurement and/or cost. Any invoice submitted, which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to Contractor. Any costs associated with the resubmission of a proper invoice shall be to Contractor's account.

36.4 At Owner request, Contractor shall furnish evidence, satisfactory to Owner, that all labor and materials furnished and equipment used during the period covered by any Progress invoice or Additional Work invoice have been paid for in full and that the Work is not subject to liens or claims on account thereof. Owner may withhold approval of payment of invoices until Contractor furnishes such evidence.

36.5 Contractor shall furnish to Owner "partial waivers of lien" to cover payments on account during the progress of the Work.

37.0 TAXES, DUTIES, AND FEES

Contractor shall pay when due, and the compensation set forth in this Contract shall be inclusive of, all taxes, duties, fees and other assessments of whatever nature imposed by governmental authorities and applicable to the performance of the Work and this Contract.

38.0 DOCUMENTATION AND RIGHT OF AUDIT

38.1 Where Contractor's invoice includes compensation for Work performed at a unit price, Contractor shall submit its determination of units of Work performed, determined in accordance with the provisions of this Contract, and substantiated by documents satisfactory in form and content to Owner. Upon verification by Owner of said documents, Owner will advise Contractor

in writing of either acceptance of Contractor's determination of units or of Owner determination of such units.

38.2 Where Contractor's invoice includes compensation for Work performed for a reimbursable Contract Price, all costs, expenses and other amounts so invoiced shall be substantiated and supported by equipment time slips, paid invoices, time sheets, receipts and other documents satisfactory to and verified by Owner.

38.3 Contractor shall maintain for a period of three (3) years after final payment under this Contract, all records and accounts pertaining to Work performed by Contractor under this Contract for a unit price, a reimbursable price, or otherwise authorized in writing by Owner for performance on a reimbursable basis. Owner and/or Owner shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such Work and for the above three (3) year period for the purpose of verifying units furnished and/or costs incurred, as applicable.

39.0 LIENS

39.1 To the full extent permitted by applicable law, Contractor hereby waives and releases any and all rights of mechanic's lien and similar rights for payment for services, labor, equipment, or materials furnished by Contractor in performance of the Work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Contractor may have against Owner's premises, property belonging to Owner, or to either of them, or funds payable by Owner to Owner.

39.2 Contractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Contractor in the performance of the Work under this contract and shall at its expense keep Owner's premises and all property belonging to Owner, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Contractor or its employees, materialmen or subcontractors in the performance of the Work. If Contractor fails to release and discharge any such claim of lien against Owner's premises or the property of Owner, or of either of them, arising out of performance of the Work within five (5) working days after receipt of written notice from Owner to remove such claim of lien, Owner may, at their option, discharge or release the claim of lien or otherwise deal with the lien claimant, and Contractor shall pay Owner any and all costs and expenses of Owner in so doing, including reasonable attorneys' fees incurred by Owner.

40.0 FINAL PAYMENT CERTIFICATION AND RELEASE

Owner shall not be obligated to make final payment to Contractor until Contractor has delivered to Owner a certificate and release satisfactory to Owner that Contractor has fully performed under this Contract and that all claims of Contractor for the Work are satisfied upon the making of such final payment, that no property of Owner or property used in connection with the Work is subject to any unsatisfied lien or claim as a result of the performance of the Work, that all rights of lien against Owner's property in connection with the Work are released (including without limitation, if Owner requests, releases of lien satisfactory in form to Owner executed by all persons who by reason of furnishing material, labor or other services to Contractor for the Work or potential lienors against Owner's property), and that Contractor has paid in full all outstanding obligations against the Work.

GENERAL

41.0 INTERPRETATION OF PLANS AND SPECIFICATIONS

In case of misunderstanding of disagreement arising between any of the interested parties as to the intent or meaning of the plans, drawings, or specifications covering the Work, or should a question arise as to whether or not the Work is being or has been performed in accordance with the plans, drawings, and specifications, the decision of Owner shall be final and binding.

42.0 VALIDITY OF PROVISIONS

In the event any section, or any part or portion of any section of this Contract shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that section, or any other section hereof.

43.0 WAIVER

Owner's failure to insist on performance of any term, condition, or instruction, or to exercise any right of privilege included in this Contract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

44.0 NOTICES

Any and all notices to be provided herein or provided by law shall be sufficient and in full compliance with the contract if deposited in the United States Post Office, by registered mail, postage prepaid and delivered to the address as contained in the attached Professional Services Agreement.

All notices to Contractor shall be sent to the address appearing on Design Build Agreement, attached to this document. Such addresses may be changed at any time by the giving of notice as above provided.

45.0 PROJECT RECORD DOCUMENTS

Contractor will document as-built drawings, specifications, addenda, field work orders, change orders, written clarification and interpretations, shop drawings and samples, and operation and maintenance manuals. Project record documents will be transferred to Owner on request prior to final payment.

EXHIBIT C

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: TX120089 10/19/2012 TX89

Superseded General Decision Number: TX20100115

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	04/20/2012
2	10/19/2012

ASBE0022-002 02/02/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.27	8.92
BOIL0074-002 01/01/2012		
BOILERMAKER	\$ 23.06	20.28
CARP0551-003 04/01/2008		
Carpenter (Acoustical Ceiling Work Only)	\$ 21.00	6.43
ELEC0716-004 08/29/2011		

ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring

and Installation of Fire Alarms, Security Systems, Telephones, and Computers)	\$ 27.65	7.70
ELEV0031-001 01/01/2012		
ELEVATOR MECHANIC	\$ 37.355	23.535
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.		
PLAS0681-002 04/01/2005		
PLASTERER Galveston County	\$ 20.15	3.20
PLUM0068-005 11/21/2011		
Plumbers (Excluding HVAC Pipe)	\$ 29.54	9.44
PLUM0211-007 10/01/2012		
Pipefitters (Excluding HVAC Pipe)	\$ 29.63	10.16
SFTX0669-001 04/01/2012		
SPRINKLER FITTER (Fire Sprinklers)	\$ 25.84	16.47
SHEE0054-005 07/01/2011		
Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	7.99
SUTX2005-014 04/28/2005		
Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
BRICKLAYER	\$ 18.00	0.00
Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
DRYWALL FINISHER/TAPER	\$ 12.21	0.92
Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
Formbuilder/Formsetter	\$ 11.03	0.00

GLAZIER	\$ 14.01	2.72
INSULATOR -BATT AND FOAM	\$ 11.00	0.00
IRONWORKER, REINFORCING	\$ 12.01	0.00
IRONWORKER, STRUCTURAL	\$ 16.15	0.00
Laborers:		
Common	\$ 9.60	0.00
Mason Tender (Brick)	\$ 10.27	0.00
Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER	\$ 10.75	1.47

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

EXHIBIT D



April 5, 2012

Mr. Gilbert D. Jalomo, Jr.
Fort Bend County Purchasing Agent
Fort Bend County Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Re: Statement of Qualifications for Design/Build George Memorial Library Renovations for Fort Bend County; Q12-040

Dear Mr. Jalomo and Members of the Evaluation Committee:

Crain Group, L.L.C. and our selected consultants are very pleased to present our Statement of Qualifications for the design/build services requisite for the County's George Memorial Library Renovations located at 1001 Golfview in Richmond, Texas. Your 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 the County's needs for this project, one of the most important benefits stems from our team's vast experience and previous working relationship with the County. We can help Fort Bend County better understand each option and choice being made relative to cost implications, scheduling, aesthetics, and long term maintenance impacts.

Further, our team has established strong consultant alliances for this specific project, including Studio Red Architects, SCA Consulting Engineers, Kelly R. Kaluza and Associates, and Henderson Engineering, Inc. We proudly provide an exceptional level of service in establishing detailed work schedules which allow our trades the opportunity to be most efficient which helps provide our Owners with the best overall project value from the market.

We thank you for the opportunity to be of service and hope to be the design/build team of choice for the County's George Memorial Library Renovations. The contents herein will provide a glimpse of our desire to provide our design/build services to the County; we will "hit the ground running" and have an immediate impact, allowing the County to be proud of their choice. We're confident we can provide the depth of services and quality of management you expect.

If we can provide additional information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Crain".

Brad Crain
President

2635 Miller Ranch Road Pearlard, Texas 77584 713.436.8727 (o) 713.436.8730 (f) www.craingroup.com

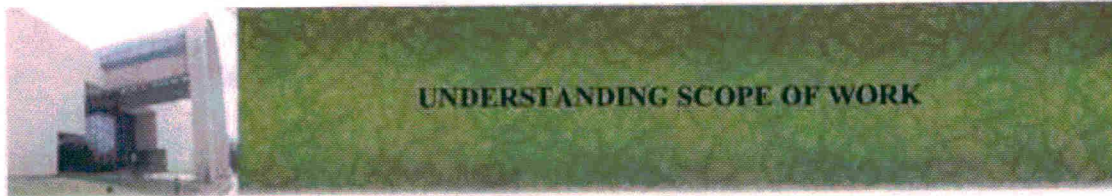


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Kelly R. Kaluza
& Associates,



Crain Group, L.L.C. along with our design partners Studio Red Architects, SCA Consulting Engineers, Kelly Kaluza and Associates, and Henderson Engineers is committed to a partnership approach for the George Memorial Library Renovations design/build project. Our team's talented design and construction professionals have been trained to work closely with our clients and to protect their 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 the design and construction phases of the project.

We have taken it upon ourselves to research and understand the subject scope of work for the requisite renovations in great detail. We attended the pre-SOQ Conference, studied the details of the Requests for Statements of Qualifications, and made several subsequent visits to the Library to ensure our understanding.

In consideration of the Library remaining open during renovations, and with our extensive knowledge of renovation projects, we know that each project is different and also know that great care is required to accommodate Fort Bend County's needs and expectations. The project is necessary to be phased for all scopes of work for the stakeholders to know and understand precisely what is happening and when. Our staff and trades are well prepared to account for those scopes of work that should not happen during business hours; nights and weekends are expected. Our goal will be to continuously upkeep the project site so that it remains as clean and quiet as possible.

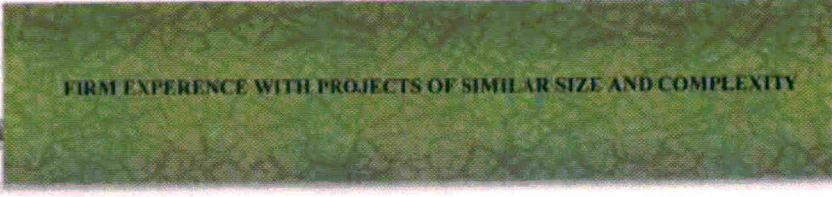
Our sequencing of phased services would be submitted for approval early in the design process to obtain the stakeholder's "buy-in". Phases would of course include interior and exterior phases, but to make this project the success the County expects, we believe it is necessary to have multiple sub-phases or tasks with detailed timelines. Interior sub-phases would include ceiling replacement, light fixture replacement, public address system replacement, HVAC corrections and modifications, data cabling re-work as necessary, fire alarm panel replacement, installation of new door operators and card access devices, public reference desks replacement, amphitheater electrical/sound/lighting work, remapping electrical circuits for generator service to the computer room, reconfiguring drywall partitions, new flooring in affected areas, bathroom upgrades and remodeling, kitchen upgrades and remodeling, and more; particular attention will be provided to technology upgrades for energy efficiency. Exterior phases would include the 1,500 square foot maintenance and storage building, upgrades to the existing amphitheater including potential considerations for a new tension structure cover, truck dock modification, drainage improvements, atrium and roof leak repairs, A.D.A. ramp replacements, and more. We anticipate our services will include forensically mapping electrical circuits and mechanical ductwork, understanding the facility in and out, so as to provide as-built drawings to the County for future use.

During our inspections of the facility, our team believes the necessary mindset during this project requires the ability to respond quickly to snap decisions. Meeting everyday is anticipated, and a clean environment is a must.

With the estimated budget in place, we genuinely believe our team is the most competitive in the market. We are prepared to "hit the ground running" with our design immediately following the County's Notice to Proceed. As we have successfully proven in our past projects with the County, our partnership approach has and will continue to provide cost effective and efficient designs allowing timely construction.



Kelly R. Kaluza
& Associates, Inc.



FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

CRAIN GROUP, LLC

CRAIN GROUP, L.L.C. is a full-service general contracting, construction management, and design/build firm experienced in the construction of office buildings, medical office buildings, medical clinics, retail centers, banks, warehouses, showrooms, parking structures, manufacturing facilities, and office, medical, dental and retail interiors. The Principle of CRAIN GROUP, L.L.C. has been involved in the construction of over 4,000,000 square feet of commercial buildings throughout the Greater Metropolitan Houston Area. CRAIN GROUP, L.L.C is a group of construction industry professionals committed to a common goal of delivering to our clients the quality they deserve and expect, within budget, and on schedule. Our services include general contracting, construction management, design/build, design consultation, pre-construction consulting, and value engineering. We can provide our services individually for those clients who require a limited scope of service or as a complete package for those needing or desiring cohesive management of their construction project. We measure our success by the level of our customer's satisfaction. We are committed to providing a level of service that is uncommon in our industry, and to earn your satisfaction. Teamwork, integrity and commitment are central to each and every project we perform.

NOTEWORTHY PROJECTS:

Jane Long Annex
Richmond, Texas
30,000 sq. ft. Design/Build Renovation
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Jamie Knight – 281.238.3095
Completion Date – 3/2010



Ft. Bend County
Office of Emergency Management
3,500 sq. ft. Design/Build Renovation
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Jamie Knight – 281.238.3095
Completion Date – 7/2011



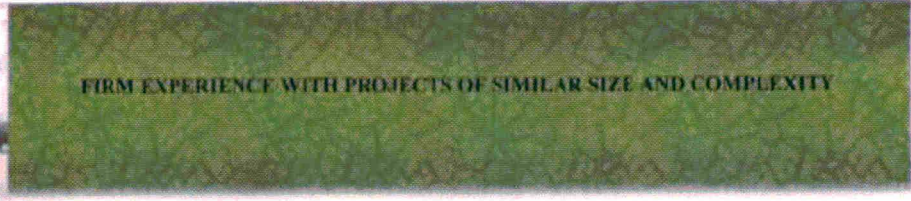
The ARC of Ft. Bend County
Missouri City, Texas
15,300 sq. ft. GC Services/Renovation
The ARC of Ft. Bend County
Michael Casey – 281.494.5959
James Patterson – 281.980.2235
Completion Date – 1/2009



Brazoria County Adult Probation Center
Angleton, Texas
13,666 sq. ft. GC Services/Renovation
Brazoria County Purchasing
Gerald Hendricks – 979.864.1406
Completion Date – 3/2010



Kelly R. Kaluza
& Associates, Inc.



FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

STUDIO RED ARCHITECTS

The Philosophy of Studio Red Architects began with a desire to create a firm that was *different and better*. We asked clients what they wanted in an architect firm and what we heard was "Someone who is innovative, understands the big picture, but is also practical and will work within the budget.", "We want to know that we really will get to work with the principals.", "Experience to know what works and doesn't, but are not afraid to try new things.", and "Architects who go out of their way to listen, solicit input, and pay attention to details." So fueled with our passion to do quality architecture and with an insistence on design excellence, superior project management and outstanding service, Studio Red was created. We are driven by our intent to create designs *outside-the-box* that are still in budget, come up with the kind of *practical solutions* that only come from experience, always be *client-driven*, never ego-driven, and provide hands-on *principal involvement*.

NOTEWORTHY PROJECTS:

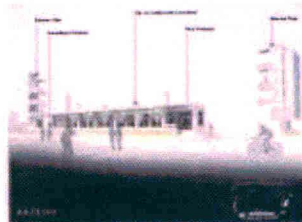
Studio Red Architects Corporate Headquarters

Houston, Texas
 10,000 sq. ft. Complete Renovation
 Studio Red Architects
 Brady Vinje – 713.255.8806
 Empty 1970's office building used as a daycare
 Features three conference rooms, open lobby, break room, interiors library and in-house plotting room.
 Completion Date – 1/2008



Houston Permitting Center – "2012 Good Brick Award"

Houston, Texas
 190,000 sq. ft. Complete Renovation
 City of Houston
 Andy Icken – 832.393.1064
 Renovated 1920's former rice warehouse
 To facilitate the change in elevation of the existing loading docks, a new "Clip On" addition was created that cooped as a new entry to the building. Design uses 30% less energy and 50% less water than a conventional office building.
 Completion Date – 6/2011



University of Houston-Clear Lake, Pearland Campus

Pearland, Texas
 30,000 sq. ft. Design/Build
 City Of Pearland
 Skipper Jones – 281.652.1748
 Project will include offices, teaching labs, library, conference rooms, classrooms, and a shared gallery & common area.
 Completion Date – 7/2010



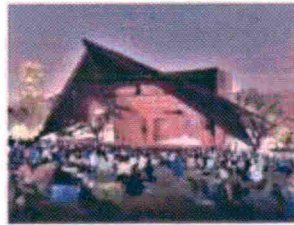
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STUDIO RED ARCHITECTS (cont.)

Miller Outdoor Theatre Acoustical

Houston, Texas
Design-Build and Renovation – Studio Red was the Project Manager and General Contractor for this project. The firm led consultant team to design and replace the existing sound system for the outdoor pavilion, while correcting the acoustics for the visitors and neighbors.
 City of Houston
 James Reddington – 832.393.8001
 Completion Date – 3/2010



Brown Administrative Building

Houston, Texas
Complete Design-Build, Renovation, Remodeling and Restoration of 50,000sf administration and student center building following damage by Hurricane Ike. Work included interiors landscape, exterior and all systems.
 Houston Baptist University
 Sandra Mooney – VP of Finance – 281.649.3202
 Completion Date – 7/2011



Brennan's Restaurant

Houston, Texas
Restoration / Renovation due to fire during Hurricane Ike. Many groups had differing opinions on what should be done with the building – the public wanted it replicated exactly, the City wanted to make it a historical landmark, agencies said it was unsafe and should be torn down. Studio Red stepped in and helped the Owner navigate the renovation. Though the interior of the building had to be gutted and refurbished, the most iconic building elements were maintained including the Terms of Endearment Room.
 Brennan Family Restaurants
 Alex Brennan Martin – 713.522.9711
 Completion Date – 2/2010



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FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

SCA CONSULTING ENGINEERS

Technical excellence is an industry expectation within the field of engineering. We at SCA have dedicated ourselves to not only provide this quality of service, but to offer only the highest level of support to our clients. It is this method of thinking which separates a superior consulting firm from a good one. SCA is a group of experienced professionals offering structural consulting engineering that meets client expectations. SCA was founded in 1983 and has become a leader in structural design and engineering services for both national and international markets. Expanding primarily through client referrals, SCA has completed thousands of projects for commercial, industrial, financial and health care clients in United States, Mexico, Canada, Europe, Central America, South America, Africa, and Pacific Rim. This exposure in working with national and international markets, negotiating with unique building codes and building officials, allows SCA the opportunity to bring a broad range of new ideas for your consideration. SCA's past performance history and the "TEAM" concept have established the reputation for SCA's basic philosophy to provide the highest degree of professional engineering service possible on each project.

NOTEWORTHY PROJECTS:

Fort Bend University of Houston Library

Sugar Land, Texas
45,000 sq. ft. Library
Bailey Architects – 713.524.2155
Two story library facility steel frame with a composite second floor and a bar joist roof system of approximately 45,000 sq. ft.
Completion Date – 3/2011

Fort Bend County Parking Structure

Richmond, Texas
133,000 sq. ft. Multi-Level Design/Build Parking Structure
Fort Bend County Purchasing
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Four level cast in place concrete parking Structure w/408 spaces
Completion Date - 9/2009

Fort Bend County Jail

Richmond, Texas
Approximate 240,000 GSF new 9 story mid-rise facility
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 1/2010

Fort Bend County Precinct III

Richmond, Texas
29,439sf office building
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 10/2010

Patterson Elementary School – LEED Certified

Houston, Texas
Two-story 98,444sf Renovation for an existing school facility
Houston Independent School District / Harris County School District
Dan Bankhead – 713.556.9304
Completion Date – Q4/2010



Kelly R. Kaluza
& Associates, Inc.



FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

KELLY KALUZA & ASSOCIATES, INC.

KELLY R. KALUZA & ASSOCIATES, INC. is a civil engineering, consulting, and land surveying company located in Rosenberg, Texas. The firm was founded in 1981 and maintains a staff of 14 persons. The firm provides planning, engineering, and surveying services for a broad spectrum of municipal, county, and development projects. KRK has over 29 years of experience in providing complete engineering, planning, surveying, design, and construction phase services for public and private clients. In particular, KRK has provided design and construction phase services for numerous municipal projects. Our experience includes preparing city maps, zoning maps, reviewing subdivision plats for Planning Commissions, preparing major thoroughfare plans, preparing design standards and subdivision ordinances, and providing technical assistance to City Staffs and City Councils. KRK has three Registered Professional Land Surveyors and two Licensed Professional Engineers on staff and employs full-time field crews; therefore all surveying requirements can be fulfilled with in-house staff. KRK utilizes modern surveying, engineering, and drafting equipment. The company currently utilizes a networked computer system with AUTOCAD Civil 3D for design projects.

NOTEWORTHY PROJECTS:

Fort Bend County Tax-Assessor Collector Facility

Richmond, Texas
28,500 sq. ft. *Design & Construction Management* Administration Facility
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 2/2009



Fort Bend County Precinct 1 Facility

Richmond, Texas
28,500 sq. ft. *Design & Construction Management* Administration Facility
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 12/2008



Fort Bend County Police Academy

Richmond, Texas
48,000 sq. ft. *Design & Construction Management* Law Enforcement Facility
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 4/2009



Missouri City Annex

Missouri City, Texas
29,451 sq. ft. *Design & Construction Management* Office Facility
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 12/2009



Kelly R. Kaluza
& Associates, Inc.



FIRM EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY

HENDERSON ENGINEERING, INC.

Henderson Engineers, Inc. (HEI) is a multidisciplinary engineering firm headquartered in the Kansas City Metropolitan area. With nine office locations nationwide and over 450 employees, Henderson Engineers offers the following specialized services: mechanical, electrical and plumbing engineering, sustainable design, fire protection and code consulting, architectural lighting, comprehensive technology, security design and commissioning.

Our diversified portfolio represents a full range of markets including but not limited to: government, education, sports and recreation, retail, corporate, healthcare, grocery, and mixed-use. Licensed in all 50 states as well as the District of Columbia, Puerto Rico, the US Virgin Islands and British Columbia, HEI's services are provided on a local, regional and national basis.

Our emphasis is on the success of projects and the development of long-term relationships. We value flexibility and technical competence and our associations with clients. Because we enjoy our work, clients enjoy working with us.

HEI is a Top 25 Engineering Design Firm, *Building Design + Construction*.

HEI is the #1 Retail Engineering Firm in the United States, *Commercial Construction & Renovation* (2011).

HEI was ranked 9th in *Consulting Specifying Engineer's* MEP Giants (2011).

HEI is a Top 500 Design Firm, *Engineering News-Record*.

NOTEWORTHY PROJECTS:

The Houstonian Hotel, Club and Spa

Houston, Texas (CD: 10/2009)

10,000sf *Additions and Renovations* to indoor and outdoor tennis and racquet facilities. Additional renovations to the showers, saunas, spa facilities, guest rooms, parking garage and phased construction. Redstone Companies Hospitality
Greg Brannum – 713.685.6730



Kansas City Central Branch Public Library

Kansas City, Missouri (CD: 5/2009)

19,900sf *Tenant Improvements Plan / Renovations*
Phased to accommodate continued building operations with minimal disruption to occupants. 11,800sf themed displays, theatrical lighting and furniture. 5,000sf of movie and video services, A/V displays and private screening rooms. 1,700sf of displays, worktables, service desk, large format digital screen and new stairs.
City of Kansas City
Cheptoo Kositany-Buckner – 816.701.3460



Renaissance Hotel Club/Conference

Austin, Texas (CD: 11/2008)

8,000sf *Renovation* into a multi-purpose banquet facility with a pre-function area, banquet area, kitchen, bar and new restrooms. New rooftop units and HVAC system and improvements to kitchen. Lighting and lighting controls included.
Diamond Rock Hospitality Company
Roy B. Spann – 512.343.2626



Kelly R. Kaluza
& Associates, Inc.



Education

- Bachelor of Architecture
- Georgia Institute of Technology

Professional Affiliation

- AIA
- Texas Society of Architects
- American Leadership Forum
- Parish School Bd. of Directors



Miller Outdoor Theatre

**William O. Neuhaus III, FAIA, LEED AP
Principal**

WILLIAM O. NEUHAUS III, FAIA, LEED AP joined Studio RED Architects as a Principal after a 35-year career as Founder and President of W.O. Neuhaus Architects (WONA). His extensive experience and strong dedication to the City of Houston is shown through civic projects and community involvement. He was invited by the National Parks Service to present the "Charette Process" he used to involve stake-holders in the Chemical National Memorial project. Many of his historical and urban design and renovation projects have been locally, regionally, and nationally recognized. Through a passion for research, analysis, and an academic approach, he reaches project solutions that are thoughtful, economic, responsible, and unique. Teaching at Texas A&M, and currently the University of Houston's College of Architecture, helps him maintain his scholarly and studied approach.

NOTEWORTHY PROJECTS:

Amazing Place, Houston, TX, *Program Dev. - Design*, The Amazing Place, Tracey Brown-713.552.0420 - CD: 5/2010
Houston Permitting Office, Houston, TX, *Complete Renovation* City of Houston, Andy Ichen - 832.393.1064 - CD: 6/2011
Brennan's, Houston, TX, *Restoration*, Brennan Family Restaurants, Alex Brennan Martin - 713.522.9711 - CD: 2/2010
Meals on Wheels, Orange, TX, New building, City of Orange, Jay Trahan - City Manager - 409.883.1977 - CD: 4/2012

The Amazing Place - LEED SILVER CERTIFICATION

**Pete Ed Garrett, AIA
Partner**

Pete Ed Garrett, AIA, Founding Partner of Studio Red Architects, has over 25 years of award-winning architecture and design experience in the public and private sector with particular emphasis in entertainment, performing arts centers and public assembly facilities. His projects have been recognized locally, nationally, and internationally with awards for design excellence. He has designed or provided consultation for over 40 theaters. Nationally recognized architects Cesar Pelli, Graham Gund, Tom Beeby and Robert A.M. Stern have sought his advice on theater design. Entertainment innovators Universal Studios and Disney have enlisted Garrett for his technical expertise to support revolutionary entertainment concepts for such projects as Terminator 2:3D.

NOTEWORTHY PROJECTS:

Miller Outdoor Theatre Acoustical
Houston, Texas (CD: 3/2012)
Served as PM/GC - design and replace existing sound system
City of Houston - *Design-Build and Renovation*
Shawn Hauptmann - Facility Manager - 713.533.3275

Brennan's Restaurant
Houston, Texas (CD: 2/2010)
Restoration and Renovation
Brennan Family Restaurants
Alex Brennan Martin - 713.522.9711

Brown Administrative Building
Houston, Texas (CD: 7/2011)
Renovation and Design Build
Houston Baptist University
Sandra Mooney - VP of Finance - 281.649.3202



Kelly R. Kaluza
& Associates, Inc.



STAFF EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY



William F. Burnett, P.E.
President (Engineer of Record)

As President of SCA Consulting Engineers, Mr. Burnett manages the structural engineering department and is in charge of developing the building systems required for SCA's wide variety of projects.

Mr. Burnett is registered in Alabama, Arizona, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia and Wisconsin.

Education

- Bachelor of Science
- Civil Engineering Louisiana Tech University, 1971

Professional Affiliation

- American Society of Civil Engineers
- American Concrete Institute
- Precast/Pre-Stressed Concrete Institute
- Structural Engineers Association of Texas
- The Council on Tall Buildings and Urban Habitat

NOTEWORTHY PROJECTS:

Fort Bend University of Houston Library

Sugar Land, Texas
45,000 sq. ft. Library
Bailey Architects – 713.524.2155
Two story library facility steel frame with a composite second floor and a bar joist roof system of approximately 45,000 sq. ft.
Completion Date – 3/2011

Fort Bend County Parking Structure

Richmond, Texas
133,000 sq. ft. Multi-Level Design/Build Parking Structure
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Four level cast in place concrete parking Structure w/408 spaces
Completion Date – 9/2009

Fort Bend County Jail

Richmond, Texas
Approximate 240,000 GSF new 9 story mid-rise facility
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 1/2010

Fort Bend County Precinct III

Richmond, Texas
29,439sf office building
Fort Bend County
Gilbert Jalomo – 281.341.8646
Don Brady – 281.633.7018
Completion Date – 10/2010

Patterson Elementary School – LEED Certified

Houston, Texas
Two-story 98,444sf Renovation for an existing school facility
Houston Independent School District / Harris County School District
Dan Bankhead – 713.556.9304
Completion Date – Q4/2010



Fort Bend U of H Library



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Llarance Turner, R.P.L.S.
Project Manager

Mr. Turner, a City of Missouri City resident, has attained over 30 years of experience in municipal and land development projects. Mr. Turner is responsible for coordination of the design and construction phase of single-family and multi-family projects, commercial development and recreation areas.

NOTEWORTHY PROJECTS:

Piney Point Elementary School

Houston, Texas
Renovation – removing existing building and constructing a new building without relocating students. 88,000sf of building and 133,000sf of new parking area.
 City of Houston / Harris County
 Todd Lien – 281.671.2300
 Completion Date – 6/2010

Fort Bend County Police Academy

Richmond, Texas
 48,000 sq. ft. *Design & Construction Management* Law Enforcement Facility
 Fort Bend County
 Gilbert Jalomo – 281.341.8646
 Don Brady – 281.633.7018
 Completion Date – 4/2009

Lamar J.S.D. Trawler Stadium Field House

Rosenberg, Texas
Renovation – construction of a new 11,000sf athletic field house in an existing football stadium with additional parking
 LCISD
 Kevin McKeever – 832.223.0252
 Completion Date - 2/2009

Fort Bend County Precinct 1

Richmond, Texas
 28,500 sq. ft. *Design & Construction Management* Administration Facility
 Fort Bend County
 Gilbert Jalomo – 281.341.8646
 Don Brady – 281.633.7018
 Completion Date – 1/2008

Education

- Bachelor of Science
- Civil Technology University of Houston

Professional Affiliation

- Registered Professional Land Surveyor, State of Texas
 Registration #5829



Fort Bend County Police Academy



Piney Point Elementary School



Kelly R. Kaluza
& Associates, Inc.



STAFF EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND COMPLEXITY



Ryan Schumann
Project Manager, Senior Mechanical Designer

Mr. Schumann is a Project Manager and Mechanical Designer at HEI. He has MEP design experience since 2000, and his portfolio includes projects in a variety of markets. He has worked for HEI for seven years. Mr. Schumann serves as Project Manager and Mechanical Designer on all HEI's Fort Bend County projects.

Education

Associate in
Computer
Aided
Drafting and
Design, Texas
State
Technical
College,
Waco, Texas,

NOTEWORTHY PROJECTS:

Fort Bend County Medics
Rosenberg, Texas
Design-Build – 14,000sf EMS building and
disaster recovery center
Fort Bend County
James Knight – 281.238.3095
Completion Date – 9/2010

The Houstonian Hotel, Club and Spa
Houston, Texas
Renovations to spa, locker and racquet facilities
Guest room renovations and central plant
upgrade.
Greg Branum – 713.683.6730
Completion Date – 10/2009

Garten Verein Historical Renovation
Galveston, Texas
Renovation of 4,000sf facility registered on the National Register of Historic Places.
City of Galveston
Robert Simmons – 409.797.3657
Completion Date – 9/2010



Historical Garten Verein

Montgomery County Justice of the Peace Office/Court Room and Juvenile Education Facility
Conroe, Texas
Design-Build of two new buildings constructed within an existing campus
6,000sf office / court room and a new 12,000sf educational facility
Montgomery County
Don Lafitte – 936.539.7859
Completion Date - 12/2008



One City Centre

One City Centre
Houston, Texas
Renovation of multiple floors in 32- story office
building totaling more than 125,000sf.
Behringer Harvard
Scott Lemmon – 713.655.0177
Completion Date - 2/2009



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Crain Group maintains the financial resources to successfully complete the George Memorial Library Renovation project for Fort Bend County. Crain Group's insurance certificates as required are included in this section.

Please find below complete and accurate responses to the questions posed:

1. *Has your Company ever failed to complete any of the work awarded to it?*
 - No. Crain Group has never failed to complete a project awarded to it.

2. *Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company?*
 - Crain Group (CG) entered into a private sector agreement in 2007 with Houston Ready Mix (HRM) for the construction of a new 30,000sf office/warehouse building in Houston, Texas. During the course of construction, HRM sold their business to Southern Star Concrete, but excluded the subject property and building from the sale transaction. The project was deemed substantially complete by HRM and the architect of record in 2008, however; HRM refused to fund the 10% retainage due, even after occupying the building for several months and utilizing frivolously elected for the first time to claim issues with CG's work. The matter was mediated on two separate occasions and all is now resolved.

2. *Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?*
 - See Question #2

3. *Does your company have the ability to obtain payment and performance bonds required for this project?*
 - Yes; Crain Group's total bonding capacity is \$10,000,000 single and \$25,000,000 aggregate. Crain Group's current available bonding capacity exceeds the subject project's requirements.



Kelly R. Kaluza
& Associates, Inc.



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 renovations at the George Memorial Library.

1. 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 to the City of Richmond for permitting.
- Review and incorporate required permitting modifications as necessary.
- Review final construction plans with County for approval to proceed with pricing

2. Bidding and Permitting 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 **Timberline Software Systems**.
- Secure Building Permit from the City of Richmond.
- Complete sub-contractor and supplier procurement and track the same using **Timberline Software Systems**.

3. Construction Phase(To Be Further Phased During Phase 1 and 2)

- Ensure construction of project as prescribed by plans and specifications. Submit **Request for Information** reports to noted parties when unforeseen existing conditions conflict with original design intent, and assist in providing feasible solution of same.
- Track and record daily progress of project using the **Crain Group Daily Superintendent Log**.
- 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, potential design intent conflicts, and projected two week schedule and tracking the same through updated Critical Path Schedules, RFI and Submittal Logs, and Owner Requested Changes.
- Submit monthly detailed invoices using **AIA Payment Application A702/703** identifying accurate monthly cost progress
- Conduct a 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 City inspections and Obtain Certificate of Occupancy/Completion from City.

4. 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.



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& Associates, Inc.

