

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION OF SHOP AND STORAGE BUILDING
RFP 14-023**

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

WITNESSETH

WHEREAS, County desires that Contractor construct shop and storage building for Sheriff's Office (hereinafter "Services") pursuant to RFP 14-021; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

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

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

AGREEMENT

Article I. Scope of Services

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

1.2 In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own

expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and thirty-seven thousand dollars and no/100 (\$137,000). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

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

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and thirty-seven thousand dollars and no/100 (\$137,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and thirty-seven thousand dollars and no/100 (\$137,000).



Article V. Time of Performance

5.1 The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than one hundred and twenty (120) days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

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

Article VI. Modifications and Waivers

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

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or

failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

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

Article VIII. Ownership and Reuse of Documents

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

Article IX. Inspection of Books and Records

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

Article X. Insurance

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



10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

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

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Performance and Payment Bond

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

Article XII. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XIII. Confidential and Proprietary Information



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

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

13.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIV. Independent Contractor

14.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

14.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XV. Notices

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

15.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Facilities Management and Planning 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 301 Jackson Street, Suite 719 Richmond, Texas 77469
Contractor:	Crain Group, LLC 3801 Knapp Road Pearland, Texas 77581



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

15.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

15.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XVI. Compliance with Laws

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

Article XVII. Performance Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVIII. Assignment and Delegation

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.



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

Article XIX. Applicable Law

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

Article XX. Successors and Assigns

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

Article XXI. Third Party Beneficiaries

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

Article XXII. Severability

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

Article XXIII. Publicity

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

Article XXIV. Captions

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

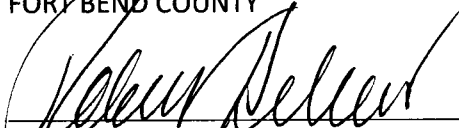
Article XXV. Conflict



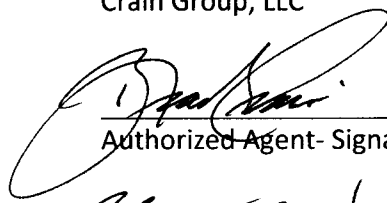
In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 17 day of December, 2013.

FORT BEND COUNTY


Robert E. Hebert, County Judge

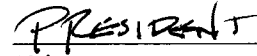
Crain Group, LLC


Authorized Agent- Signature

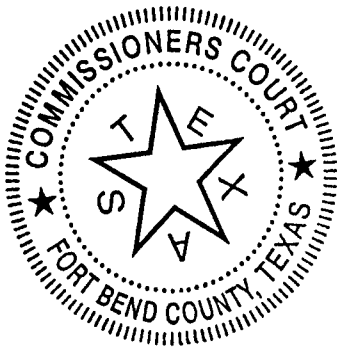

Authorized Agent- Printed Name

ATTEST:


Dianne Wilson, County Clerk


Title

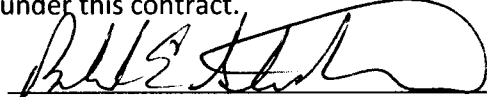
12. 16. 13
Date





AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$137,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

R

EXHIBIT A

A small, stylized handwritten mark or signature in the bottom right corner of the page.



**New Shop and Storage
Building for Sheriff's
Office**

RFP 14-023

CONSTRUCTION CONSULTING MANAGEMENT DEVELOPMENT

3801 Knapp Road
Pearland, TX 77581
(s) 713 436 8727
(f) 713 436 8730
WWW.CRAINGROUP.COM



November 21, 2013
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: Request for Proposal General Contractor Services- New Shop and Storage Building for Sheriff's Office RFP
14-023 Executive Summary

Dear Mr. Jalomo and Members of the Evaluation Committee:

Crain Group, L.L.C. is pleased to present this proposal for the general contracting services requisite for the Sheriff's Office new shop and storage building. Your project provides us with an outstanding opportunity to continue our proven track record to successfully provide Fort Bend County the highest level of customer service and quality construction you desire.

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, we proudly provide an exceptional level of service in establishing detailed work schedules, which allow our trades the opportunity to be most efficient. This will help provide our Owners with the best overall project value from the market.

Another notable benefit is that we are almost complete with a nearly identical storage building for the County at the George Memorial Library Renovation project and based on the success from that, we know that we can continue exceeding the County's expectations on all projects in which we have been fortunate to gain the opportunity.

We thank you for the opportunity to be of service and hope to be the general contracting team of choice for this project. The contents herein will provide a glimpse of our desire to provide our 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 management you expect and deserve.

If we can provide any additional information, please do not hesitate to call.

Sincerely,

John Green
Vice President

Table of Contents

- I. Cost
- II. Understanding the Scope of Work
- III. Company Experience
- IV. Company's Management System



Cost

COST

Total lump sum price necessary to complete Project, as described herein:

\$137,000

One Hundred Thirty Seven Thousand Dollars

(Amount written in words (this governs))

For Administrative purposes, the above stated price is separated into the following components:

Materials: \$82,000

Labor: \$54,800

PROJECT DURATION

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 85 calendar days** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Facilities Department.

A handwritten signature in black ink, appearing to be 'AK' or similar, located in the bottom right corner of the page.

Understanding the Scope of Work

After careful review of the published request for proposal, and in consideration of Crain Group's experience in working with Fort Bend County we feel that not only is our proposal competitive, we will also provide an exceptional level of customer service that the County has grown to appreciate through our past projects. This project will be no different.

One key benefit in utilizing Crain Group for this work is that we are in the final stages of completing a nearly identical storage building for the George Memorial Library Renovation project and from that project we have a keen understanding of the County's standards for a project of similar complexity. Our intention is to utilize the same trades for the work as they too have become accustomed to understanding and exceeding the County's expectations.

A detailed CPM schedule will follow in this section; however, in consideration of same, we have identified several key components that we feel will be vital to a successful completion.

The most critical component to the project's schedule is the release of the steel order, and will be the first item addressed once the "Notice to Proceed" is issued by the County. Once steel is released, we will immediately commence designing the structures concrete foundation, sanitary plumbing layout, and electrical one-line diagrams so that when the shop drawings are complete for approval we can submit the drawings to the City for review and permitting. Shop drawings for this project are estimated to take 2-3 weeks. The steel fabrication schedule is estimated to take 3-4 weeks once drawings are approved. During the fabrication timeframe, we will be onsite constructing the building pad, installing the underground sanitary, installing the building foundation and sidewalks, and running the electrical service. Another component will be coordinating the new electrical service with Center Point, which will begin once drawings are complete. Center Point's typical lead time for new service is 6-8 weeks after a Service Outlet Location Agreement is signed and returned. We estimate the steel erection and final electrical installation process to take 3-4 weeks for a total project duration of 2 ¾ months including a site construction duration of only 2 months.

The requirements for this project are clear and detailed and provide adequate information for us to "hit the ground running" when selected for this project. Our track record to provide the County quality customer service, competitively priced and on-time projects proves that we will continue our commitment to a partnership approach on another successful project.

A handwritten signature in the bottom right corner of the page.

Company Experience

Port Neches City Hall

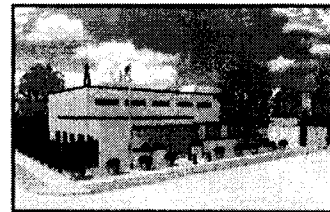
Location: Port Neches, Texas
Client: City of Port Neches
Contact & Phone: Andre' Wimer – 409.729.4201
Description: 12,950 sq. ft. New Construction of a Two-Story Municipal Facility
Final Cost: \$3,253,420
Completion Date: December 2012



Port Neches City Hall

Fort Bend County OEM Expansion

Location: Richmond, Texas
Client: Fort Bend County
Contacts & Phone: Don Brady – 281.633.7018
Description: Design/Build Office Renovation and Expansion
Final Cost: \$586,294
Completion Date: July 2011



Fort Bend County OEM Expansion

Brazoria County Pct. 4 Shop Building

Location: West Columbia, Texas
Client: Fort Bend County
Contact & Phone: Gerald Hendrick – 979.864.1406
Description: 10,051 sq. ft. New Pre-Engineered Metal Facility
Final Cost: \$721,043
Completion Date: July 2011



Brazoria County Pct. 4 Shop Building



Company's Management System

Critical Path Method (CPM)

Crain Group will develop and track the project master Critical Path Method (CPM) schedule using PRIMAVERA. PRIMAVERA is used to monitor activities and schedules of all project stakeholders throughout the project and coordinate recovery of slippages

Computerized Construction Management Systems

Crain Group has numerous management tools that assist us through the project. Our project document controls consist of (See Examples):

- Project Schedules
- Daily Superintendent Logs
- RFI and Submittal Logs

Using Project Primavera, we will establish a baseline schedule at the inception of the project. During construction, the schedule will be updated at least bi-monthly, coinciding with the Bi-Monthly Construction Progress Meetings. This schedule identifies the critical path of the project, allowing each team member to be aware of key responsibilities and can assist in the recovery of lost time.

The Project Superintendent is required to complete a Daily Superintendent Report every day during the complete construction process. This report is a snapshot of the events that occur each day on-site; from how many crew members from each trade are on-site, to how many days the project is ahead or behind schedule.

The Crain Group supplies all our Project Managers and Superintendents with the latest technology, such as the iPad, to assist in our construction process. They are used for the following and are a vital tool in keeping the project schedule accurate.

- Submission of Daily Superintendent Reports
- Photos and Videos that are uploaded to Microsoft SkyDrive for immediate distribution
- Video Conferencing through Face time, Oovoo, or Skype that allow instant feedback for field clarifications
- Emailing

Company's Management System

Document Management

The Project Manager is responsible for maintaining and keeping up to date the RFI and Submittal Log. Requests for Information are formally submitted to the Architect for response and review and are accurately tracked for timely review turnaround time. Required submittals are also tracked on this log. This log tracks the responsible trade, when they are expected to be delivered, the response time from the Architect or Engineer, when they are returned (as approved) to the trade, and when the material is required on-site. Once the submittal log is complete, long lead and critical path items are included on the project schedule.

Construction Quality Control

Crain Group endeavors to keep the Owner and project team informed on all aspects of each project. We conduct Bi-Monthly Construction Progress meetings inviting the Owner and requested design consultants to view progress and assist in relaying requested information vital to the project. This is our "Show and Tell" time that gives us the opportunity to let you see our progress. During these meetings we discuss the current project status, outstanding submittals/RFI's, safety issues or concerns, and our 2 week "look ahead" schedule.

Cost Management

Using Timberline Accounting Software, the Project Manager will accurately track all costs for the project, including the Owner contract, subcontractor commitments, purchase orders, and change orders. The Forecast to Complete Report is used to account for every dollar associated with this project.

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

Company's Management System

Notable Information:

Remained OSHA citation free for the last three years

Workman's Comp Experience Modification Rating: 0.87

Safety

It is the policy of CRAIN GROUP, L.L.C. to maintain a safe and healthy working environment for our employees, sub-contractor employees, customer personnel and the general public. Management is sincerely interested in the safety and well being of each on the jobsite and strives for full compliance with all federal, state and/or local safety, health and fire protection regulations.

The management of CRAIN GROUP, L.L.C. recognizes its responsibility and accountability for the protection of each person on the jobsite, as well as the preservation of property and equipment. As such, it is our policy to incorporate safeguards and procedures which will minimize the risks of injuries and loss of, or damage to, property and equipment during the performance of the various construction activities.

Each member of management and supervisor of CRAIN GROUP, L.L.C. and each Sub-Contractor are responsible and accountable for the safety and safe work conduct of all employees under their supervision. Each Sub-Contractor on each project is responsible for providing and maintaining a safe and healthful work environment where all hazards are identified, and analyzed and eliminated (if possible).

Each Sub-Contractor Supervisor on the jobsite is accountable to the CRAIN GROUP, L.L.C. project superintendent for maintaining safe working conditions for his/her employees and other workers working in the area. He/she must also comply with all safety and health regulations and the safety rules and procedures established by CRAIN GROUP, L.L.C.

Each Employee of each Employer on the jobsite is expected to observe all established safe practices and safety rules, use the required safety equipment and/or devices provided and conduct them in a manner which assures their safety and that of the other people at the jobsite. Each Person on the jobsite is expected to assist in preventing accidents by immediately reporting unsafe practices, procedures or conditions observed to their supervisor and/or the CRAIN GROUP, L.L.C. superintendent.

Commitment to and participation in the safety/accident prevention activities on each project must be firm, aggressive and shall be required of all workers on each project.

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



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S. #	Dun and Bradstreet #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Crain Group, LLC Year Business was Established 2004	
Remittance Address	3801 Knapp Road	
City/State/Zip	Pearland, Texas 77581	
Physical Address	3801 Knapp Road	
City/State/Zip	Pearland, Texas 77581	
County	Fort Bend County Other: Brazoria	
Phone/Fax Number	Phone: 713-436-8727 Fax: 713-436-8730	
Contact Person	John Green	
E-mail	jgreen@craingroup.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input checked="" type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input checked="" type="checkbox"/> MBE-Minority Business Enterprise Certification # HMM348753N0312	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000	
NAICS codes (Please enter all that apply).	NAICS-2362 NAICS- 23622 NAICS-238990	

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

EXHIBIT B



Prevailing Wages:

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

General Decision Number: TX130089 09/20/2013 TX89

Superseded General Decision Number: TX20120089

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	01/04/2013
1	03/29/2013
2	04/12/2013
3	05/17/2013
4	07/26/2013
5	09/20/2013

* ASBE0022-002 06/01/2012

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems) BOIL0074-002 01/01/2013	\$ 20.41	9.55
BOILERMAKER CARP0551-003 04/01/2013	\$ 22.71	20.63
Carpenter (Acoustical Ceiling Work Only) ELEC0716-004 08/29/2011	\$ 21.23	7.87
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) ELEV0031-001 01/01/2013	\$ 27.65	7.70
ELEVATOR MECHANIC	\$37.545	25.185

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 10/01/2012		
Plumbers (Excluding HVAC Pipe)	\$ 30.29	9.50
PLUM0211-007 10/01/2012		
Pipefitters (Excluding HVAC Pipe)	\$ 29.63	10.16
SFTX0669-001 07/01/2013		
SPRINKLER FITTER (Fire Sprinklers)	\$ 26.36	16.62
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 rates.

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 majority 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.