

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR WILLIAM B. TRAVIS ANNEX
 FOURTH FLOOR BUILDOUT
 RFP 14-054**

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 provide design and construction services related to the fourth floor of the William B. Travis Building (hereinafter "Services") pursuant to RFP 14-054; 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 five hundred and sixty-eight thousand six hundred and twenty-nine dollars and 60/100 (\$568,629.60). 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: On or before the tenth day of the month, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in the previous month 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 five hundred and sixty-eight thousand six hundred and twenty-nine dollars and 60/100 (\$568,629.60), 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 five hundred and sixty-eight thousand six hundred and twenty-nine dollars and 60/100 (\$568,629.60).

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 December 31, 2014.

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Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by 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. 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.

10.4 Contractor shall also obtain and keep in full force and effect until the transfer date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the construction site awaiting construction, during construction, and until the transfer date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, subcontractors of any tier and County for loss or damage occurring during the work and shall name Contractor as the named insured and County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to Contractor.

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.

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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.

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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. The terms and conditions of the Agreement are not proprietary or confidential information.

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

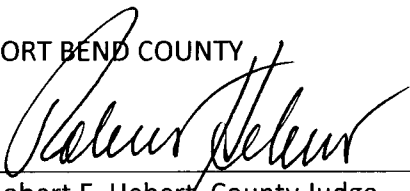
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

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 ____ day of _____, 2014.

FORT BEND COUNTY

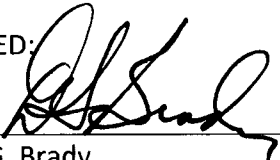

Robert E. Hebert, County Judge

July 22, 2014
Date

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Donald G. Brady
Facilities Management and Planning Director

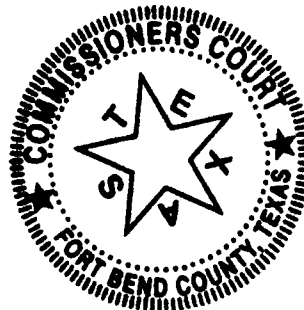
CRAIN GROUP, LLC


Authorized Agent- Signature

John GREEN
Authorized Agent- Printed Name

Vice President
Title

7/16/14
Date



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AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$568,629⁶⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

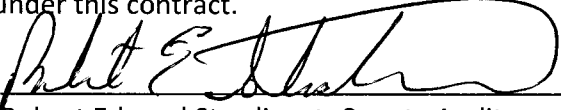

Robert Edward Sturdivant, County Auditor

EXHIBIT A

Understanding the Scope of Work

Crain Group, LLC along with our design partners Yeatts Architects and The PDC Group, which is the same group engaged on the Jane Long Annex Renovations project, will remain committed to a partnership approach for the proposed William B. Travis Annex Fourth Floor Build Out 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, have visited the site, and studied the details of the Request for Statements of Qualifications.

In consideration of the adjacent floors remaining occupied during renovations, we know that great care will be required to accommodate Fort Bend County's expectations. Our staff and trades understand the needs to account for requisite after hours work such as the demolition of the CMU block walls; nights and weekends are expected. Our goal will be to continuously maintain the project site so that it remains as clean and quiet as possible. The demolition required with this project will produce large amounts of construction debris, and thus our plan will be to place a dumpster at the southeast corner of the building, remove a window, and dispose of debris through a trash chute. The plan is to eliminate debris taken through the common areas of the building to keep from disturbing other occupants.

Interior repurposing of the fourth floor will include ceiling reconfiguration with certain areas requiring new ceilings; we anticipate new ceilings in the current courtroom areas due to walls extending to the deck and existing drywall soffits. The project's scope of work will include light fixture reconfiguration using 102 existing 2x4 lights, 50 existing 2x2 lights, 11 existing recessed can lights, 3 existing surface mount lights, and 8 new 2x4 fixtures with multilevel switching capabilities. The scope will also include the demolition and reconfiguration of drywall and CMU partitions in accordance with the County's desired new floor plan, reuse of 17 existing doors and 11 new doors to match existing including new keys and cores, HVAC corrections and modifications, electrical corrections and modifications, demolition of existing plumbing fixtures, coordination of voice/data outlet locations and cable paths, fire sprinkler rework as needed to comply with code, new flooring, new millwork, and new paint. 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 every day 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.

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Design/Build Guaranteed Maximum Price

7.02.14

PROJECT:

FBC Travis Bldg #4 Floor Renovation
301 Jackson Street
Richmond, Texas 77469

PROJECT SIZE:

10600 Approx. SF

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
General Conditions					\$90,035.63
Superintendent	3.5	mos	7,812.50	27,343.75	
Project Management @ 50%	5	mos	5,859.38	29,296.88	
Safety & First Aid	1	ls	500.00	500.00	
Temporary Protection	1	ls	1,500.00	1,500.00	
Temporary Water	0	mos	0.00	0.00	
Temporary Electricity	0	mos	0.00	0.00	
Punch list	1	ls	2,500.00	2,500.00	
Postage & Delivery	5	mos	25.00	125.00	
Temporary Toilet	0	mos	0.00	0.00	
Construction Trailer	0	mos	0.00	0.00	
Travel Expense	5	mos	750.00	3,750.00	
Job Signs	0	ls	0.00	0.00	
Job Photographs	1	ls	250.00	250.00	
Blue Prints	1	ls	1,000.00	1,000.00	
Permit Allowance	1	ls	2,500.00	2,500.00	
Meter and Tap Fees	0	ls	0.00	0.00	
Construction Dumpster	20	ea	475.00	9,500.00	
Trash Chute	1	ls	4,500.00	4,500.00	
Rental Equipment/Small Tools	1	ls	2,500.00	2,500.00	
Final Cleanup	1	ls	4,770.00	4,770.00	
Demolition					\$44,746.50
Remove and Replace Window for Trash Chute	1	ls	2,500.00	2,500.00	
Demo Drywall Partitions	1	ls	7,305.00	7,305.00	
Demo/Store Doors and Frames	1	ls	1,400.00	1,400.00	
Demo Millwork/Court Furniture	1	ls	3,500.00	3,500.00	
Demo CMU Partitions	1	ls	3,570.00	3,570.00	
Demo Flooring	1	ls	7,978.50	7,978.50	
Demo Ceiling	1	ls	5,593.00	5,593.00	
Demo/Salvage Light Fixtures	1	ls	9,400.00	9,400.00	
Demo Plumbing Fixtures	1	ls	3,500.00	3,500.00	
Site Work					\$0.00
Concrete					\$0.00
Masonry					\$0.00
Metals					\$0.00
Wood and Plastics					\$37,100.00
Wood Blocking Material	1	ls	1,500.00	1,500.00	
New Millwork (including Workstation Countertops)	1	ls	35,600.00	35,600.00	
Thermal/Moisture Protection					\$0.00
Doors/Frames/Hardware					\$12,000.00
Doors/Frames/Hardware Allowance	1	ls	12,000.00	12,000.00	
Glass and Glazing					\$0.00
Finishes					\$106,999.00
New Drywall Partitions	1	ls	33,275.00	33,275.00	
New Acoustical Ceiling	1	ls	27,965.00	27,965.00	
Paint @ New Partitions	1	ls	15,360.00	15,360.00	

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New Carpet (\$20/sy installed)	1	ls	24,000.00	24,000.00
New VCT (breakroom, workrooms, storage, IT closet)	1	ls	1,791.00	1,791.00
New Floor Base	1	ls	4,608.00	4,608.00
Specialties				\$1,000.00
New Signage Allowance	1	ls	1,000.00	1,000.00
Conveying System				\$0.00
Mechanical				\$56,779.00
Plumbing	1	ls	10,000.00	10,000.00
Fire Sprinkler System Modification	1	ls	16,779.00	16,779.00
HVAC Modification Allowance	1	ls	30,000.00	30,000.00
Electrical				\$96,200.00
Relocate Lighting	1	ls	26,600.00	26,600.00
New Lighting	1	ls	7,700.00	7,700.00
New Power/Data Drops	1	ls	16,500.00	16,500.00
Data Cabling Allowance	1	ls	31,400.00	31,400.00
Wireless Access Point Allowance	1	ls	6,500.00	6,500.00
Fire Alarm Modification Allowance	1	ls	7,500.00	7,500.00
Subtotal				444,860.13
Construction Fee				10.00%
Owner Contingency				\$44,486.01
Performance and Payment Bond				\$25,000.00
Insurance				\$14,000.00
Insurance				\$5,283.46
PRELIMINARY CONSTRUCTION COSTS				\$533,629.60
Crain Group Design Fee				\$10,000.00
Architect/MEP Fee				\$25,000.00
Remodel Tax				EXEMPT
PRE-CONSTRUCTION COSTS				\$35,000.00
GRAND TOTAL				\$568,629.60
Cost/SF				\$53.64

QUALIFICATIONS:

- 1 Estimate considers using on site water, electricity, and restrooms for construction.
- 2 Estimate does not consider accessibility review and/or inspection fees.

PS

Activity Name	Original Duration	Remaining Duration	Activity % Start Complete	Finish	Jul	Aug	Sep	Oct	Nov	Dec	2015 Jan
Pre-Construction											
Submit Budget/Schedule for Approval	1	1	0%	02-Jul-14	02-Jul-14						
I Court Approval to Negotiate Agreement	1	1	0%	08-Jul-14*	08-Jul-14						
I Court Approval of Agreement	1	1	0%	22-Jul-14*	22-Jul-14						
Complete Design Documents	20	20	0%	01-Aug-14*	28-Aug-14						
Pre-Design/Construction Mtg with C	5	5	0%	01-Aug-14*	07-Aug-14						
Permit/Pricing of Design Documents	10	10	0%	29-Aug-14	12-Sep-14						
Building Interior											
Commence Demo	10	10	0%	29-Aug-14	12-Sep-14						
Frame/1-side Interior Partitions	7	7	0%	15-Sep-14	23-Sep-14						
I **Reconfirm Pricing/Return to Court	1	1	0%	15-Sep-14	15-Sep-14						
Plumbing/Electrical Wall Rough-in	10	10	0%	24-Sep-14	07-Oct-14						
Sprinkler Main Modifications for New	5	5	0%	24-Sep-14	30-Sep-14						
HVAC Main Reconfiguration	7	7	0%	24-Sep-14	02-Oct-14						
2-Side and Finish Partitions	10	10	0%	08-Oct-14	21-Oct-14						
Install Ceiling Grid	5	5	0%	22-Oct-14	28-Oct-14						
Prime Partitions	3	3	0%	22-Oct-14	24-Oct-14						
Install Millwork	2	2	0%	27-Oct-14	28-Oct-14						
Electrical, Fire Alarm, Voice/Data Tr	15	15	0%	27-Oct-14	14-Nov-14						
Install Lights/AC Drops	10	10	0%	29-Oct-14	11-Nov-14						
Install Sprinkler Drops	5	5	0%	29-Oct-14	04-Nov-14						
Plumbing Trim Installation	2	2	0%	29-Oct-14	30-Oct-14						
Install Ceiling Tile	3	3	0%	12-Nov-14	14-Nov-14						
Final Paint Partitions	5	5	0%	17-Nov-14	21-Nov-14						
Install Flooring	10	10	0%	24-Nov-14	08-Dec-14						
Final Clean	2	2	0%	09-Dec-14	10-Dec-14						
Substantial Completion	1	1	0%	11-Dec-14	11-Dec-14						
Pre-Design/Construction Mtg with City											
Permit/Pricing of Design Documents											
Commence Demo											
Frame/1-side Interior Partitions											
I **Reconfirm Pricing/Return to Court if Necessary (8/26 or 9/2)											
Plumbing/Electrical Wall Rough-in											
Sprinkler Main Modifications for New Drops											
HVAC Main Reconfiguration											
2-Side and Finish Partitions											
Install Ceiling Grid											
Prime Partitions											
Install Millwork											
Electrical, Fire Alarm, Voice/Data Trim Installation											
Install Lights/AC Drops											
Install Sprinkler Drops											
Plumbing Trim Installation											
Install Ceiling Tile											
Final Paint Partitions											
Install Flooring											
Final Clean											
Substantial Completion											

Submit Budget/Schedule for Approval
 Court Approval to Negotiate Agreement
 Court Approval of Agreement
 Complete Design Documents
 Pre-Design/Construction Mtg with City
 Permit/Pricing of Design Documents
 Commence Demo
 Frame/1-side Interior Partitions
 **Reconfirm Pricing/Return to Court if Necessary (8/26 or 9/2)
 Plumbing/Electrical Wall Rough-in
 Sprinkler Main Modifications for New Drops
 HVAC Main Reconfiguration
 2-Side and Finish Partitions
 Install Ceiling Grid
 Prime Partitions
 Install Millwork
 Electrical, Fire Alarm, Voice/Data Trim Ins
 Install Lights/AC Drops
 Install Sprinkler Drops
 Plumbing Trim Installation
 Install Ceiling Tile
 Final Paint Partitions
 Install Flooring
 Final Clean
 Substantial Completion

Remaining Level of Effort	Actual Work	Revision	Checked	Approved
Actual Level of Effort	Remaining ...	Proposed Schedule		
		02-Jul-14		

Crain Group LLC

Fort Bend County - Travis Bldg 4th Floor Renovation

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: TX140089 01/31/2014 TX89

Superseded General Decision Number: TX20130089

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	01/03/2014
1	01/31/2014

ASBE0022-002 06/01/2012

ASBESTOS WORKER/INSULATOR

(Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)

Rates Fringes

\$ 20.41 9.55

BOIL0074-002 01/01/2013

BOILERMAKER

\$ 22.71 20.63

CARP0551-003 04/01/2013

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)

\$ 27.65 7.70

ELEV0031-001 01/01/2013

ELEVATOR MECHANIC	\$37.545	25.185
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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
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* PLUM0211-007 10/01/2013

Pipefitters (Excluding HVAC Pipe)	\$ 29.39	10.31
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SFTX0669-001 07/01/2013

SPRINKLER FITTER (Fire Sprinklers)	\$ 26.36	16.62
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SHEE0054-005 07/01/2011

Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	7.99
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SUTX2005-014 04/28/2005

Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
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BRICKLAYER	\$ 18.00	0.00
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Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
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DRYWALL FINISHER/TAPER	\$ 12.21	0.92
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Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
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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.

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

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

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* 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.

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ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern American Insurance Agency, Inc. 8203 Willow Place South, Suite 500 Houston, TX 77070	CONTACT NAME: Lesley A. Sydow	
	PHONE (A/C, No, Ext): (281)890-9294 EX 312 FAX (A/C, No): (281)890-2229	
	E-MAIL ADDRESS: lesleys@southernamericanins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Casualty Co of Reading PA	20427
INSURED Crain Group, LLC 3801 Knapp Rd Pearland, TX 77581	INSURER B: Transportation Ins Co	20494
	INSURER C: Continental Casualty Co	20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 14-15 Master incl BR****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2088860450	03/07/2014	03/07/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ Limited Pollution						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			2088860402	03/07/2014	03/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						\$
C	☒ UMBRELLA LIAB	☒ OCCUR		2088860352	03/07/2014	03/07/2015	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE		FOLLOW FORM			AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4026820920	03/07/2014	03/07/2015	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ Y	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders' Risk			5084305834	03/07/2014	03/07/2015	Any 1 project limit: \$5,000,000 except Frame/JM is \$1,500,000. Flood/wind excl Tier I

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: William B. Travis anned Fourth Floor Build Out 301 Jackson, Richmond, Texas 77469

Certificate Holder is Additional Insured with Waiver of Subrogation per Endorsements Attached.

GL: G140331C1010 Blanket Additional Insured & CG24040509 Blanket Waiver of Subrogation

Auto: CA20480299 Designated Insured & CA04440310 Blanket (see attached)

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County Purchasing Department Travis Annex 301 Jackson, Ste 201 Richmond, TX 77469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>C.A. McClure</i> Southern American Ins. Agcy./LS

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