

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

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

WITNESSETH

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

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

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

AGREEMENT

Section 1. Scope of Services

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

Section 2. Personnel

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

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

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and ninety-six thousand dollars and no/100 (\$196,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

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

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and ninety-six thousand dollars and no/100 (\$196,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and ninety-six thousand dollars and no/100 (\$196,000.00).

Section 5. Time of Performance

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

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

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

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

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

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

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

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

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

10.1.5 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

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

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

Section 11. Indemnity

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

11.2 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.

11.3 Contractor's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

11.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify County, in the event County is found to have been negligent for having selected Contractor to perform the work described in this request.

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

Section 12. Confidential and Proprietary Information

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

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

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that



the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

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

Section 13. Independent Contractor

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

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

Section 14. Notices

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

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

County:	Fort Bend County Facilities Management and Planning Attn: Director 301 Jackson Street, Suite 301 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469

Contractor: Crain Group, LLC
3801 Knapp Road
Pearland, Texas 77581

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

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

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

Section 15. Compliance with Laws

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

Section 16. Performance Warranty

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

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

Section 17. Assignment and Delegation

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

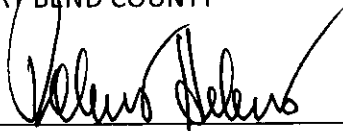
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 12 day of April, 2016.

FORT BEND COUNTY


Robert E. Hebert, County Judge

Crain Group, LLC


Authorized Agent- Signature

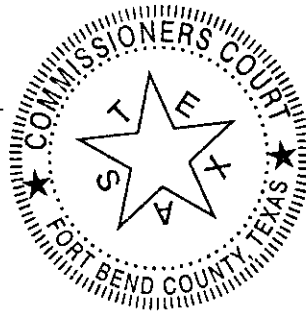
Brad Crain
Authorized Agent- Printed Name

PRESIDENT
Title

4.6.16
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:


James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

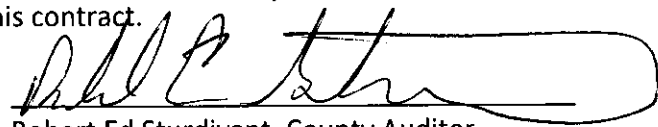

Robert Ed Sturdivant, County Auditor

EXHIBIT A

AK

FM160144



March 30, 2016

Via Hand Delivery

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

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

Dear Mr. Knight:

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

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

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

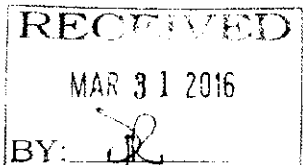
Our proposed design services fully correspond with the project requirements. The final Guaranteed Maximum Price construction estimate and schedule will be detailed and submitted for approval once the design phase is completed and accepted.

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

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

Sincerely,

Brad Crain
President



Understanding Scope of Work

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

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

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

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

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

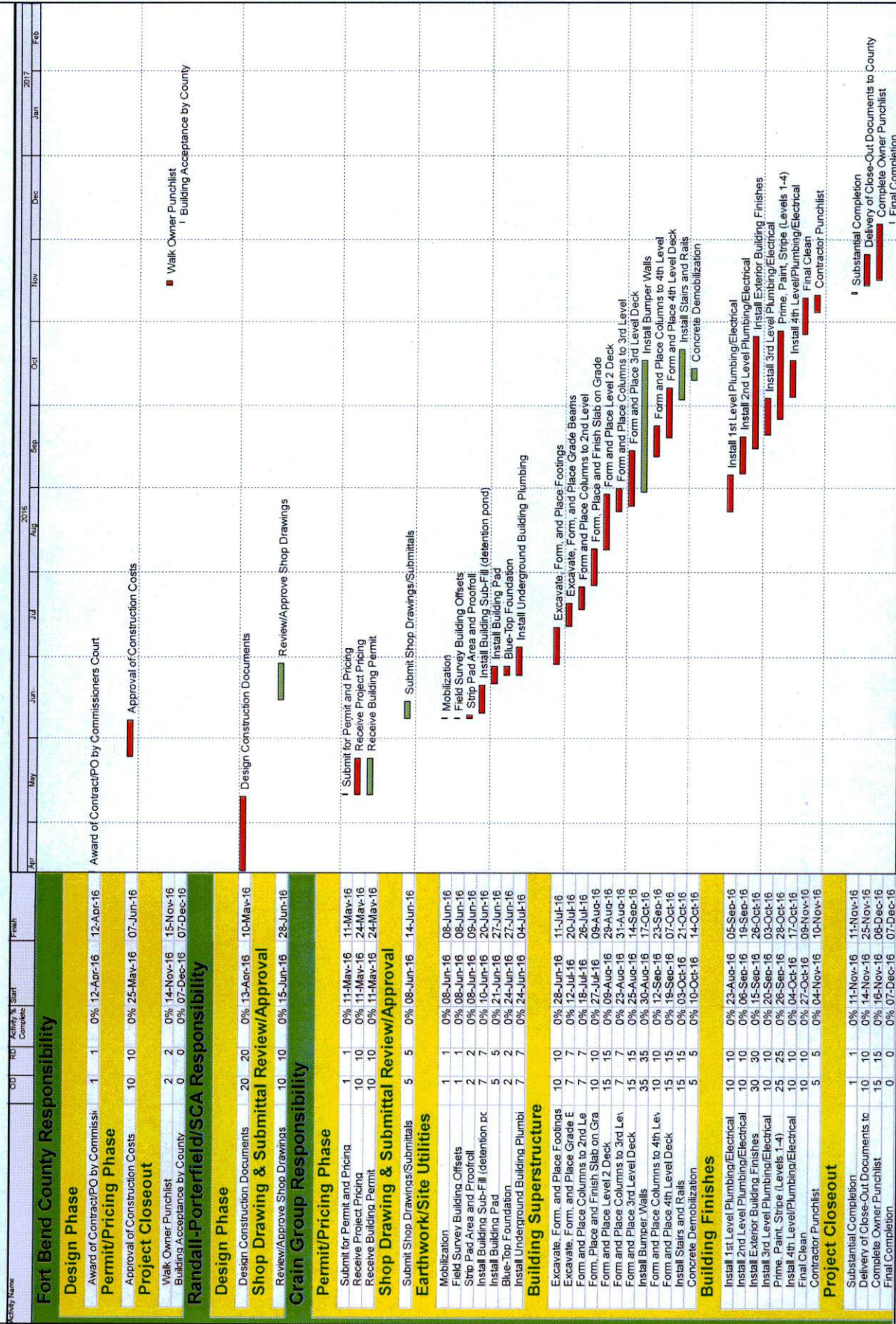
Our design reflects an economical approach to a Class "A" Parking Garage. As for our schedule included in this section, our team is prepared to fast track the project to completion in under seven months to account for parking needs required of the Justice Center Expansion.

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

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



FBC Justice Center Parking Garage - Phase II



City Name	Activity Start	Activity Complete	Final
FBC Justice Center Parking Garage - Phase II			
03-Mar...	Revision	Proposed Schedule	Checked
			Approved

Crain Group, L.L.C.

FBC Justice Center Parking Garage - Phase II

Tertiary Ba...

Actual Work

Remaining Level of Effort

Actual Level of Effort



FORT BEND COUNTY

FORT BEND COUNTY
301 JACKSON STREET
RICHMOND, TEXAS 77469

DESIGN/BUILDER - CDM GROUP, L.L.C.

301 W. WASHINGTON
RICHMOND, TEXAS 77469
(713) 946-8600 FAX
www.cdmgroup.com

STRUCTURAL ENGINEERS

301 W. WASHINGTON
RICHMOND, TEXAS 77469
(713) 946-8600 FAX
www.cdmgroup.com

CONSULTING ENGINEERS

301 W. WASHINGTON
RICHMOND, TEXAS 77469
(713) 946-8600 FAX
www.cdmgroup.com

FORT BEND COUNTY JUSTICE CENTER GARAGE

DATE: 01/11/11
BY: J. W. WOOD
CHECKED BY: J. W. WOOD
SCALE: AS SHOWN
PROJECT NO.: 1100000000
SHEET NO.: 1100000000

3D View (Existing & New
Addition)

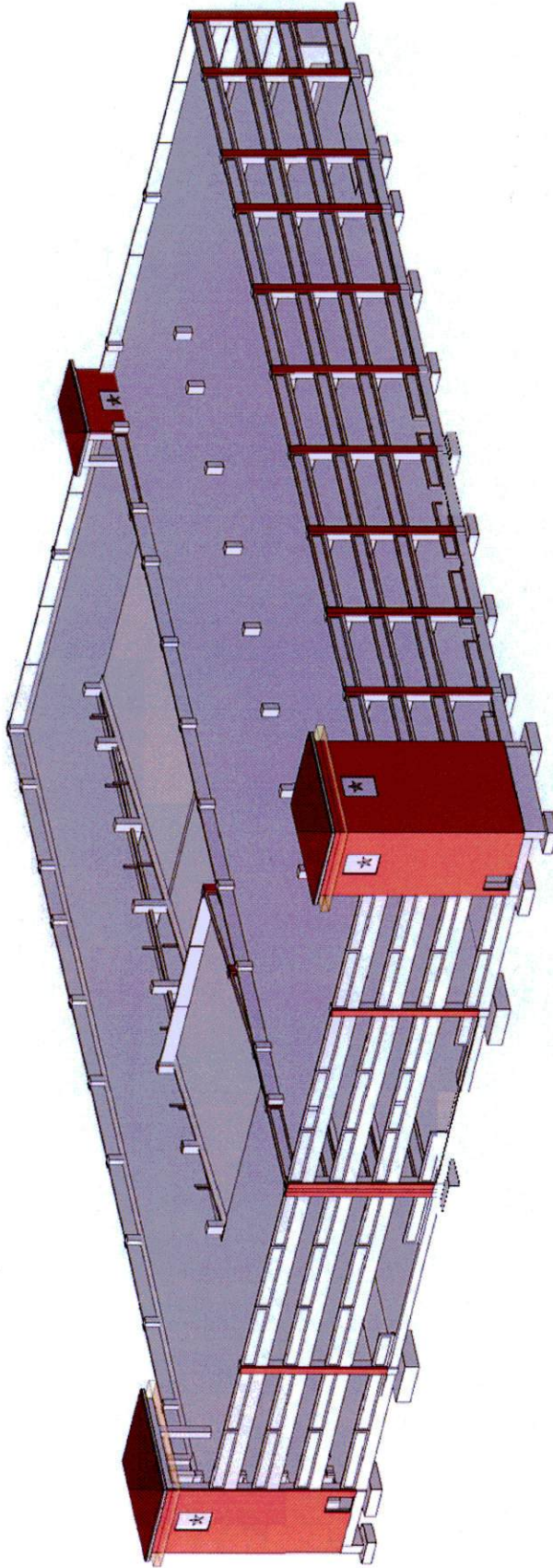
GARAGE

Project: 1100000000

Sheet: 1100000000

Date: 01/11/11

Price: \$9.04



① 3D View (Existing / Addition)

Firm's Management Plan

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

Pre-Construction Phase:

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

Bidding Phase:

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



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

Firm's Management Plan

Construction Phase

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

Post-Construction

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



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

Contractor Acknowledgement of Stormwater Management Program

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

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

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

Crain Group, L.L.C.

(Company/Contractor)

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



Contractor Signature

3.3.2016

Date

Brad Crain

Printed Name

President

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-35722

Date Filed:
 04/06/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Crain Group, L.L.C.
 Pearland, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

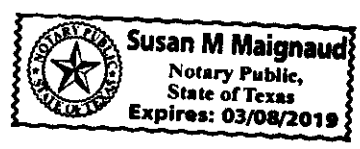
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

SOQ 16-062
 Design services for Justice Center Parking Garage Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Green, this the 6 day of April, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
 Signature of officer administering oath

Susan M. Maignaud Project MGR. ASST. / OFFICE MGR.
 Printed name of officer administering oath Title of officer administering oath

