

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**AMENDMENT TO AGREEMENT FOR  
 DESIGN OF JUSTICE CENTER PARKING GARAGE ADDITION  
 PURSUANT TO SOQ 16-062 FOR DESIGN/BUILD OF PARKING GARAGE ADDITION**

**THIS AMENDMENT**, 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.

WHEREAS, the parties executed and accepted that certain Agreement for Design of Justice Center Parking Garage Addition on April 12, 2016, (hereinafter "Agreement") pursuant to SOQ 16-062; and

WHEREAS, the parties desire to amend the Agreement to add Construction Services to be provided and increase the total Maximum Compensation for the completion of such additional services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional four million five hundred seventy-five thousand dollars and no/100 (\$4,575,000.00) to perform the Construction Services as described in the Construction Proposal dated August 15, 2016 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed four million seven hundred seventy-one thousand dollars and no/100 (\$4,771,000.00), authorized as follows:
  - \$196,000.00 for Design Services under the Agreement; and
  - \$4,575,000.00 for Construction Services under this Amendment.
3. Section 3 of the Agreement shall hereby be amended to reflect the following changes regarding payment procedures:
  - 3.3 Contractor shall submit all "Applications for Payment" (as herein defined) for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10<sup>th</sup>) day of each calendar month during the progress of the Services. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:

- 3.3.1 A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Contractor certifying that:
- 3.3.1.1 The proportionate part of the Services described in such Application for Payment has been performed;
  - 3.3.1.2 Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;
  - 3.3.1.3 There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;
  - 3.3.1.4 All due and payable bills with respect to the Services have been paid to date or are included in the amount requested in the current Application for Payment, and
  - 3.3.1.5 Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.
- 3.3.2 A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by Contractor with a statement certifying those matters set forth in clauses 3.3.1.1 through 3.3.1.5 of subparagraph 3.3.1 above, certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.
- 3.3.3 An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Services for which County or Contractor might be responsible or encumbered (less amounts withheld by Contractor) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in the Texas Property Code Section 53.085.
- 3.4 Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon final completion of the entire Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including Services provided by its sub-contractors.
- 3.5 Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation,

punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Contractor upon the date determined substantially completed. County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after the Project is accepted by the County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. County shall have received from Contractor a lien waiver or an affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of liens for labor or service performed or rendered and material supplied or furnished, in connection with the construction and installation of the Project), and with respect to this Agreement, Contractor shall have provided County the Final Certificate of Occupancy for the building.

- 3.6 Upon payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to Section 3.5, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.
4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
  5. Contractor clearly understands and agrees, with such understanding and agreement being of the absolute essence of this Amendment and the Agreement, that 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.
  6. Contractor does further understand and agree, with said understanding and agreement also being of the absolute essence of this Amendment and the Agreement, that if the Services are not substantially completed within the time of performance under the Agreement or within such additional time as may be extended by the County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty dollars and 00/100 (\$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.
  7. In addition to the Insurance requirements stated in Section 10. of the Agreement, Contractor shall 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, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

8. Contractor shall post with County, not later than ten (10) days of the execution of this Amendment, a performance and payment bond in the amount of one hundred percent (100%) of the total lump cost of the Construction Services 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.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

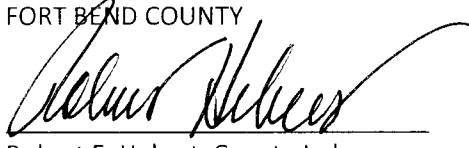
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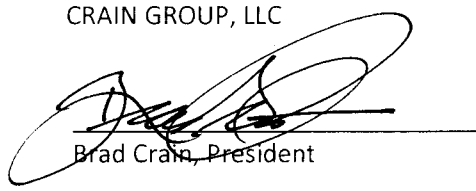


IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

FORT BEND COUNTY

CRAIN GROUP, LLC





Robert E. Hebert, County Judge

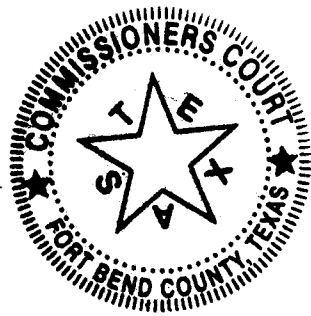
Brad Crain, President

August 23, 2016  
Date

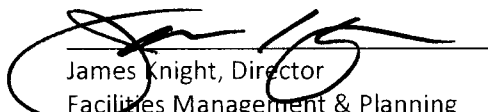
8/16/16  
Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:


  
James Knight, Director  
Facilities Management & Planning

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 \$ 4,771,000.00 ~~4,575~~ to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

*Re*



August 15, 2016

*Via Email: James.Knight@fortbendcountytexas.gov*

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; Construction Proposal

Dear Mr. Knight:

Pursuant to the County's April 12, 2016 approval of the Design Agreement for the above captioned project, and subsequent design, we are very pleased to present this construction proposal for review and approval. 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.

After careful review and coordination of design intent with County staff, and diligent efforts by the design consultants, Crain Group solicited and received competitive subcontractor and material supplier proposals for the requested work indicated in the construction documents. Crain Group then reviewed and tabulated each proposal to derive the Guaranteed Maximum Proposal as further described. As such, we hereby propose our construction services to not exceed **Four Million Five Hundred Seventy-Five Thousand Dollars (\$4,575,000)**. Our services include: project general conditions, earthwork, field engineering, landscaping, parking lot striping, storm sewer, cast-in-place concrete, masonry, steel fabrication/erection, waterproofing, standing seam metal roof, doors/frames/hardware, painting/stucco, signage, plumbing, fire protection, electrical systems, insurance, performance and payment bonds, and contractor fee. A detailed estimate is attached.

Our proposed construction services fully correspond with the project requirements and construction documents. This proposal considers a 6 month construction schedule, starting from the "Notice to Proceed".

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

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

Sincerely,

John Green  
Vice President

Attachment: 8.15.16 GMP Estimate for Construction

Cc:  
Brad Crain - President



# GMP ESTIMATE FOR CONSTRUCTION

8.15.16

**PROJECT:**

FBC Justice Center Parking Garage Addition  
Richmond, Texas 77471

**PROJECT SIZE:**

138684 approx. sf  
403 spaces  
344 sf/space

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
<b>General Conditions</b>					<b>\$235,594</b>
Project Superintendent	6	mos	8,333.33	50,000.00	
Assistant Project Superintendent	6	mos	5,208.33	31,250.00	
Project Manager	6	mos	6,640.63	39,843.75	
Project Engineer	6	mos	3,125.00	18,750.00	
Safety & First Aid	1	ls	1,500.00	1,500.00	
Temporary Protection/Traffic Control	1	ls	25,000.00	25,000.00	
Temporary Water	0	mos	0.00	0.00	
Temporary Electricity	0	mos	0.00	0.00	
General Labor/Construction Clean-Up	6	mos	3,000.00	18,000.00	
Punchlist	1	ls	2,500.00	2,500.00	
Postage & Delivery	6	mos	100.00	600.00	
Small Tools/Equipment Rental	1	mos	3,500.00	3,500.00	
Temporary Toilet	6	mos	300.00	1,800.00	
Construction Trailer	6	mos	500.00	3,000.00	
Erosion Control	1	ls	3,500.00	3,500.00	
Fuel Expense	6	mos	500.00	3,000.00	
Job Signs	1	ls	600.00	600.00	
Job Photographs	1	ls	150.00	150.00	
Reprographics	1	ls	2,500.00	2,500.00	
Close-out Documentation	1	ls	1,500.00	1,500.00	
Construction Dumpster	25	ea	600.00	15,000.00	
Final Cleanup	1	ls	1,000.00	1,000.00	
Building Permit Allowance	1	ls	12,600.00	12,600.00	
Material Testing	0	ls	0.00	0.00	
Meter Tap and fees	0	ls	0.00	0.00	
<b>Site Work</b>					<b>\$418,041</b>
Earthwork	1	ls	187,000.00	187,000.00	
Field Engineering	1	ls	5,000.00	5,000.00	
Landscaping	1	ls	29,750.00	29,750.00	
Parking Lot Striping & Markings	1	ls	15,671.00	15,671.00	
Re-Strip Existing Garage	1	ls	10,033.00	10,033.00	
Site Storm Sewer	1	ls	170,587.30	170,587.30	
<b>Concrete</b>					<b>\$2,753,744</b>
Turnkey Concrete	1	ls	2,716,745.80	2,716,745.80	
Cut/Replace Street @ Storm Install	1	ls	14,808.00	14,808.00	
Demo Bumper Walls and HC Parking	1	ls	11,190.00	11,190.00	
Tiltwall Accessories	1	ls	3,500.00	3,500.00	
Concrete Sealer	1	ls	7,500.00	7,500.00	
<b>Masonry</b>					<b>\$92,015</b>
Masonry	1	ls	92,015.00	92,015.00	
<b>Metals</b>					<b>\$206,173</b>
Steel Fabrication - (Stairs/Rails/Embeds/Posts)	1	ls	83,673.00	83,673.00	
Misc Steel (Pipe Guards, HC Rails)	1	ls	7,500.00	7,500.00	
Barrier Cabling	1	ls	40,000.00	40,000.00	
Steel Erection	1	ls	60,000.00	60,000.00	

Trusses/Metal Framing	1	ls	15,000.00	15,000.00	
<b>Woods and Plastics</b>					<b>\$500</b>
Rough Carpentry	1	ls	500.00	500.00	
<b>Moisture Protection</b>					<b>\$34,000</b>
Waterproofing	1	ls	26,500.00	26,500.00	
Standing Seam Metal Roof System	1	ls	7,500.00	7,500.00	
<b>Doors and Frames</b>					<b>\$1,205</b>
Doors, Frames, and Hardware	1	ls	1,205.00	1,205.00	
<b>Finishes</b>					<b>\$25,000</b>
Exterior Painting	1	ls	18,500.00	18,500.00	
Stucco Cornice	1	ls	6,500.00	6,500.00	
<b>Specialties</b>					<b>\$20,000</b>
Garage Accessories and Signage Allowance	1	ls	20,000.00	20,000.00	
<b>Mechanical</b>					<b>\$199,432</b>
Building Plumbing	1	ls	84,800.00	84,800.00	
Fire Protection (Manual Wet Standpipe)	1	ls	114,632.00	114,632.00	
<b>Electrical</b>					<b>\$348,800</b>
Electrical Systems (incl Security Infrastructure)	1	ls	348,800.00	348,800.00	

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<b>Subtotal</b>			4,334,503.85		<b>\$4,334,504</b>
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Insurance					\$22,762
Performance and Payment Bonds					\$44,500
General Contractor's Fee					\$173,380

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<b>Grand Total</b>					<b>\$4,575,146</b>
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Cost per SF					\$32.99
Cost per Space					\$11,353

# 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](http://www.wdol.gov/dba.aspx).

General Decision Number: TX160297 07/29/2016 TX297  
Superseded General Decision Number: TX20150297

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016
3	04/01/2016
4	07/01/2016
5	07/29/2016

ASBE0022-009 12/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 22.78	11.90

BOIL0074-003 01/01/2014

Rates Fringes

BOILERMAKER

\$ 23.14 21.55

CARP0551-008 04/01/2016

Rates Fringes

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)

\$ 23.05 8.78

ELEC0716-005 08/31/2015

Rates Fringes

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)

\$ 30.25 9.08

ELEV0031-003 01/01/2016

Rates Fringes

ELEVATOR MECHANIC

\$ 39.24 29.985+a

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.

ENGI0450-002 04/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR  
Cranes

\$ 34.85 9.85

IRON0084-002 06/01/2015

Rates Fringes

IRONWORKER (ORNAMENTAL AND STRUCTURAL)

\$ 23.02 6.35

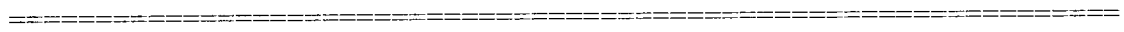
PLAS0079-004 01/01/2015

	Rates	Fringes
PLASTERER	\$ 19.92	1.00
PLUM0068-012 10/01/2015		
	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation)	\$ 29.64	9.49
* PLUM0211-010 10/01/2015		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.13	10.31
SHEE0054-003 07/01/2014		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
SUTX2014-023 07/21/2014		
	Rates	Fringes
ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00

FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER. REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation.	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51

ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### 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.





# 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

**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

Certificate Number:  
2016-100250

Date Filed:  
08/16/2016

**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

Date Acknowledged:  
08/23/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
SOQ 16-062  
Design/Build Parking Garage

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.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath