

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FISCAL YEAR 2012 RENEWAL
TURNKEY FACILITY MAINTENANCE, REPAIR & REPLACEMENT
SERVICES AGREEMENT
FORT BEND COUNTY JAIL - RFP 09-093

This Fiscal Year 2012 Renewal of the Turnkey Facility Maintenance Agreement (“Agreement”) is entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CGL Engineering, Inc. (hereinafter referred to as “Contractor,”) authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, on September 1, 2009, County and Contractor entered into an agreement for turn-key maintenance and repair services at the Fort Bend County, located at 1410 Ransom Road, Richmond, Texas, (hereinafter referred to as “Services,”) and as detailed in RFP 09-093, attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim; and

WHEREAS, throughout the term of the Agreement, four (4) amendments were added to the Agreement to include maintenance and repairs for elevators, video visitation and radio tower(s);

WHEREAS, the parties now desire to renew the Agreement, include maintenance and repairs of the 911 call center and remove from the Agreement the Gus George Academy, Patrol Building and Auto Theft Building; 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:

ARTICLE I.
SCOPE OF SERVICES

1.01 Contractor agrees to provide for the delivery of all maintenance, repair and replacement services described herein and as in Contractor’s proposal dated August 8, 2011 and Contractor’s response to RFP 09-093, attached hereto as Exhibit A & B, incorporated by reference as if set forth herein verbatim for all purposes, for the Fort Bend County Jail and other County Facilities as detailed in Section 1.02 below (hereinafter referred to as “Facilities”):

A. Phase 1:

1. Develop a maintenance management plan for approval by County.
2. Develop a computerized maintenance management system and transfer of information from existing system to new system, including the following: equipment inventory, equipment history, material inventory, material usage, labor and maintenance schedules.
3. Provide automated reports on a monthly basis for the following: preventive maintenance guide and equipment, equipment history, maintenance material

Renewal - Turnkey Facility Maintenance, Repair & Replacement Services Agreement RFP 09-093

CGL Engineering, Inc.

inventory, maintenance schedules, labor, requisitioned maintenance, vandalism controls.

4. Develop policies and procedures related to maintenance management system
5. Verify proper operation of the building equipment in the jail
6. Conduct deficiency survey for the Facilities
7. Transition Facilities to full maintenance operation

B. Phase 2:

1. Develop preventive maintenance services and schedule
2. Develop corrective maintenance services and schedule
3. Based on the preventive maintenance schedules developed in Phase 1, Contractor shall maintain the Facilities building systems covered under this Agreement in accordance with the equipment operating manuals. The type of activities will include but not be limited to the following:
 - a. Change and adjust belts
 - b. Check and record motor, panel board, switchboard, amperage and voltage
 - c. Check and clean air handler drain pans, heating/cooling coils
 - d. Replace air filters, oil filters
 - e. Inspect and lubricate bearings, dampers, linkages, operable shutters
 - f. Check and torque panel board lugs, starter connections and terminations
 - g. Check motor, pump and drive assemblies vibration, alignment and run out
 - h. Check cooling tower fan operation, and sequence of individual fan cell operation
 - i. Check and record chiller and boiler temperatures, pressures, water flow rates, oil pressure, differential pressure and temperature
 - j. Check and verify operation of emergency generator, automatic transfer switch, speed governor, day tank level, fuel pump, storage tank level, voltage sensors, battery and charging circuitry
 - k. Inspect medium voltage transformers and low voltage switchgear, for oil leaks, excessive heat, ground faults, over/under voltage, 3 phase amperage imbalance, loose or high impedance connections
 - l. Provide operational tests of locking controls, sequencing
 - m. Supply, provide and perform chemical boiler water treatment
 - n. Inspect operation, rotation, vibration of belt and direct driven exhaust, intake, make-up air and supply air fans.
 - o. Perform a walk through of building roofs, inspecting equipment roof penetrations, walk boards, parapets, scuppers, down spouts, roof drains. Note any blistering, cracking, ponding, clogged drains, blocked scuppers or down spouts, note any wind or weather damage, subsurface icing, etc.
4. Contractor shall monitor all building control systems to predict equipment malfunctions to the extent possible.
5. Contractor shall develop a Deficiency Survey with County on a monthly basis. The Survey shall identify areas of the building and the maintenance program that need improvement and shall be incorporated into the preventive maintenance program or become a service requirement.
6. Contractor shall provide County a list of maintenance materials inventory and critical spare parts inventory for purchase by County.

1.02 The Facilities subject to this Agreement comprised of the following:

Fort Bend County Jail	Building Area (sq.ft.)
Jail	306,300
Jail Addition	249,186
911 Call Center	5,680

- 1.03 Contractor shall provide the following services:
- A. Deliver high-quality maintenance planning and preventive maintenance services, consisting of “round-the-clock” response.
 - B. Deliver services in a cost-effective manner with full reporting and accountability to assist County in developing maintenance budgets.
 - C. Provide maintenance services with on-site, qualified and skilled professionals.
 - D. Prepare and implement a written maintenance plan with clear objectives, policies, procedures and annual evaluation compliance for the Facilities, approved by County.
 - E. Provide a computerized, web-based maintenance management system that tracks and reports all expenditures and resources.
 - F. Provide maintenance services in a manner that conserves energy and provides 100% operating efficiency.
 - G. Maintain a current, complete and accurate records of all services provided.
 - H. Validate and maintain all equipment warranties by performing all required maintenance.
 - I. Provide services in accordance with all applicable codes and standards.
 - J. Certain operational requirements require Contractor to schedule preventive maintenance so not to interfere with the operation of the Facilities. The overall maintenance effort shall be integrated into the current operations of the Facilities to enhance, not hinder, the operations.
- 1.04 Contractor shall be available to provide 24-hour service to County. Contractor shall comply with the following response times: to:
- A. Priority 1 – EMERGENCY: This work order type requires immediate attention with all available and appropriate resources. The descriptive nature of this deficiency is such that a clear and present threat exists to human life, inmate security, or that equipment, systems, buildings or any other asset may in all likelihood incur irreparable damage or destruction. The response required is 30 minutes
 - B. Priority 2 - CORRECTIVE – URGENT: The response required is within 1 hour if no emergency condition exists. The nature of this deficiency is such that if this work is not addressed within this time frame, the deficiency will deteriorate into a Priority 1 condition requiring immediate action.
 - C. Priority 3 – CORRECTIVE – ROUTINE: The response required is within 48 hours with available and appropriate resources. The nature of this deficiency is such that no threat exists to life, security, equipment, but that the potential exists for significant damage, operational difficulty, disruption of programs or services or other disruptions may occur.
 - D. Priority 4 – PREVENTIVE: The response required is in compliance with the equipment manuals for the specific piece of equipment.
 - E. Disaster Preparedness, Response and Recovery: Contractor shall provide staff in the event of an impending disaster and shall coordinate and assist County with disaster mitigation, preparedness, response and recovery activities. Contractor understands and agrees that in the event of an impending disaster, Contractor’s employee’s maybe required to spend extended periods of time at the Facilities to provide services to County.
- 1.05 Contractor shall advise and implement to County casualty prevention and control programs and measures in contribution to structurally and functionally safe facilities and equipment. Contractor shall assist in the administration of casualty prevention, electrical safety and control programs to include:

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CGL Engineering, Inc.

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- A. Training of staff related to emergency responsibilities.
 - B. Format and content of inspections, tests and drills.
 - C. Contribution to the preparation of the Facilities external and internal disaster plans.
 - D. Provision of emergency services and utilities.
- 1.06 Contractor and County shall meet at least once monthly to conduct quality performance reviews to ensure a high standard of service for the Facilities.
 - 1.07 Contractor shall be responsible for all vehicles, computers, tools, mobile telephones, office supplies and reference materials necessary to provide the Services. These materials and supplies will remain in the ownership of Contractor in the event of termination or cancellation of this Agreement.
 - 1.08 Contractor shall organize and take receipt of all equipment operations and maintenance manuals, videos and training materials and shall become completely familiar with the operation of all Facilities systems.
 - 1.09 Repairs and/or replacements that cost \$500 or less shall be included in the Services provided by Contractor under this Agreement. Upon prior written approval of County, repairs and/or replacements that exceed \$500 in material cost will be reimbursable to Contractor.
 - 1.10 Contractor shall provide to County for approval a proposed staffing plan necessary to comply with the terms of this Agreement. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on any unfit person or anyone not skilled in the work assigned. County may, upon written notice to Contractor, require Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Agreement; violation of the County's or Contractor's rules and regulations; criminal activity; violation of state, federal, or municipal statutes; or if County determines that Contractor's employee poses a security risk to the Facilities. County may, upon thirty (30) days written notice to Contractor, require the removal of any individual from providing Services without cause.
 - 1.11 Contractor's employees will be subject to security checks and drug screening on at least an annual basis.
 - 1.12 County and Contractor recognize that any staffing plan is subject to revision as may be necessary to comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to the Facilities and personnel and staff engaged in the Services provided under this Agreement. Any changes to personnel structure may require a change in Contractor's compensation and shall result in an amendment to this Agreement.
 - 1.13 Contractor shall immediately report to County any equipment malfunctions, including those covered under a warranty.
 - 1.14 Contractor shall update and maintain drawings and specifications for the Facilities on a continuous basis.
 - 1.15 Contractor shall provide a quality improvement plan approved by County. The quality improvement plan shall be reviewed with the County on a semiannual basis.
 - 1.16 Contractor shall provide technical training and technical supervision for inmate work programs. The inmate work programs shall provide for inmates performing low-skilled activities including but not limited to the following: painting, general repair, lamp replacement.

ARTICLE II.
COUNTY RESPONSIBILITIES

- 2.01 County shall provide the use of offices, storage space and facilities at the Facilities from which Contractor shall operate and conduct the Services detailed herein. Such office and storage space shall be under the sole control of Contractor; however County will have access to such office and storage space in an emergency and/or in the event Contractor is off-site or unavailable to County.

County shall provide for Contractor's office and storage space all utilities including water, sewer, electricity and local telephone service. Contractor shall be entitled to utilize County's staff dining area.

- 2.02 County shall provide access to the Facilities to Contractor at all times. Access shall be coordinated with the Sheriff's Office.
- 2.03 County shall provide Contractor hard copies of the "as built" drawings and specifications for the Facilities. Contractor shall update these files on a continuous basis.
- 2.04 County shall conduct and provide security checks and drug screening to Contractor's employees on at least an annual basis, or for cause.

ARTICLE III. EXCLUSIONS

- 3.01 Contractor shall provide all maintenance, repair and replacement in the Facilities except for the following:
 - A. Personal computers
 - B. Telephone system
 - C. Inmate imaging systems
 - D. Medical service equipment
 - E. Radio system
 - F. Elevator
- 3.02 Contractor shall provide all Facilities maintenance services except for:
 - A. Custodial services
 - B. Water and sewer lines outside the property boundary

ARTICLE IV TERM & TERMINATION

- 4.01 This Agreement shall become effective at 12:00 a.m. on October 1, 2011 and shall terminate on or before 11:59 p.m. on September 30, 2012. This Agreement may be extended only by written agreement of the parties. Extension of this Agreement shall be made sixty (60) days prior to the expiration date.
- 4.02 Either party may terminate this Agreement at any time by providing thirty (90) days written notice to other party.
- 4.03 Within forty-five (45) days after receipt of notice of termination from County, Contractor shall submit a statement, describing in detail the services performed under this Agreement to the date of termination and all reports as required under Article I.
- 4.04 County shall then pay Contractor that proportion of the services actually performed under this, less such payments as a result of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, documents, electronic data files and specifications and reports and/or documents of any kind prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

ARTICLE V CONTRACTOR'S COMPENSATION

- 5.01 Contractor shall be paid a monthly fee for Services provided under this Agreement and as described in Exhibit A. The monthly payment below shall provide for all labor, materials and repairs and/or replacements that cost \$500 or less pursuant to Section 1.09, as included in Exhibit

A. No additional payment will be considered without specific written prior approval from County.

Category	Monthly Fee	No. of Months	Annual
Maintenance – Base Fee	\$92,214.00	12	\$1,106,568.00
West Tower Elevators	\$2,716.00	12	\$32,592.00
East Tower Elevators	\$1,230.00	12	\$14,760.00
Video Visitation	\$400.00	12	\$4,800.00
Radio Tower	\$200.00	12	\$2,400.00
911 Call Center	\$628.67	12	\$7,544.04
Total	\$97,388.67	Total	\$1,168,664.04

- 5.02 County shall pay Contractor the monthly compensation in accordance with the schedules in Sections 5.01 above. Contractor shall submit monthly invoices to County and County shall provide the monthly compensation to Contractor within thirty (30) days of County’s receipt of invoice.
- 5.03 In addition to Contractor’s compensation as provided in Section 5.01 above, County shall keep and maintain a contingency fund in the amount of \$100,000 for repairs and/or replacements provided by Contractor that cost \$501 or more, pursuant to Section 1.09 above.
- 5.04 In the event this Agreement is terminated by County prior to the end of the term as described in Article 4, Contractor shall be paid pro rata for the services rendered as of the date of termination.
- 5.05 This Agreement is subject to annual appropriation of funds by County. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, County shall be entitled to immediately terminate without penalty or liability.

ARTICLE VI.
STANDARDS

The Services provided herein by Contractor must conform to the standards established in the State of Texas and the Texas Commission on Jail Standards and the American Correctional Association for the maintenance of county jail facilities. Contractor shall notify County immediately of any suspected noncompliance with any standard or regulation, but will not alter any services provided under this Agreement unless directed by County.

SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the Services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Contractor personnel and Contractor shall submit written notification of all key Contractor personnel changes for the County’s approval prior to the implementation of such changes.
- 7.03 All employees of Contractor shall have such knowledge, experience and certification as will enable them to perform the duties assigned to them to the standards stated in this Agreement. Any employee of the Contractor who, in the opinion of the County, is incompetent or by his/her conduct becomes detrimental in any way shall, upon request of County, immediately be removed.

7.04 Except as otherwise specified herein, Contractor shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII
CONTRACTOR'S INSURANCE REQUIREMENTS

8.01 Contractor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

8.02 Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, and term of coverage and limits of coverage. Contractor shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Bests rating of A- 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:

- A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- B. 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.
- C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$100,000 each accident and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- D. Professional Liability insurance with limits not less than \$1,000,000.
- E. 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.

8.03 All Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.

8.04 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 this Agreement 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 the work under this Agreement is completed.

8.05 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

8.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

SECTION IX
INDEMNIFICATION

- 9.01 CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT.
- 9.02 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 covered by this paragraph and by Section 9.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- 9.03 County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Contractor in its defense of each such matter.
- 9.04 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 THIS 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.
- 9.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of 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. In such event, County shall promptly reimburse Contractor for its costs of defense.
- 9.06 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 9.07 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 9.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 9.09 Contractor's indemnification shall cover, and Contractor shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 9.10 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 9.11 County shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor providing such insurance.

SECTION X
DISPUTE RESOLUTION

- 10.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Contractor agree to submit the dispute to mediation.
- 10.02 In the event County or Contractor mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.
- 10.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 10.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

XI
NOTICE

- 11.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.
- 11.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 11.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

Carter Goble Lee Companies
Mr. Joe E. Lee, PE, CEO
11790 Northfall Lane, Suite 403
Alpharetta, GA 30009

B. If to County notice must be sent to the following:

Sheriff Milton Wright
1410 Ransom Road
Richmond, Texas 77469

with copy to:

Gilbert Jalomo
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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

SECTION XII
REPORTS OF ACCIDENTS

- 12.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person, Contractor shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto.
- 12.02 Contractor shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Contractor, its agents, employees, or representatives, or received by it or

them, in connection with any matter before any court arising in any manner from Contractor's performance of work under this Agreement.

SECTION XIII LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XIV LIMIT OF APPROPRIATION

- 14.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$1,168,664.04, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County under this Agreement for multiple projects.
- 14.02 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 hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$1,168,664.04 for described scope of services in all executed work orders.

SECTION XV SUCCESSORS AND ASSIGNS

- 15.01 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 such other party, in respect to all covenants of this Agreement.
- 15.02 Neither County nor Contractor shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVI PUBLIC CONTACT

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

SECTION XVII MODIFICATIONS

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

SECTION XVIII
MISCELLANEOUS

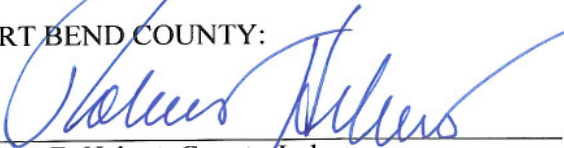
- 18.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 18.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 18.03 Contractor agrees and understands that by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 18.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 18.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 18.06 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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SECTION XIX
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

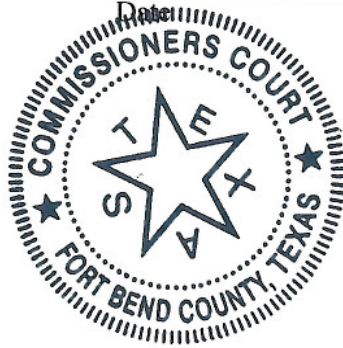
9-6-2011

Date

Attest:

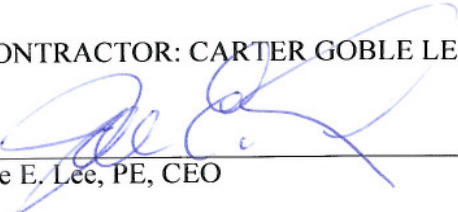


Dianne Wilson, County Clerk



Approved:

CONTRACTOR: CARTER GOBLE LEE COMPANIES.



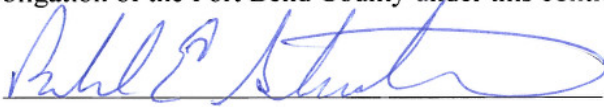
Joe E. Lee, PE, CEO

08-31-11
Date

MER:I/Agr/CGL.Jail Maimtenance.2011 Renewal.3689

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,168,664.04 + \$100,000 for County's Contingency, to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Contractor's proposal dated August 8, 2011
- Exhibit B: Contractor's Response to RFP 09-093 dated July 16, 2009

Exhibit A



Carter Goble Lee
Companies

Date: August 8, 2011

RE: Jail Maintenance Renewal 2012: addition of 911 Center, and deletion of Gus George Academy, deletion Patrol building, and deletion Auto Theft

Gilbert Jalomo
Fort Bend County Purchasing Office
4520 Reading Road – Suite A
Rosenberg Annex
Rosenberg, TX 77471-2582

Dear Mr. Jalomo:

The purpose of this letter is to propose a renewal for FY 2012 and to propose services for the newly renovated and relocated 911 Center at the Jail, along with the deletion of the Gus George Academy, Auto Theft, and Patrol Building. The renewal assumes that all previous amendments would remain in force. The additional service for 911 center and reduction of buildings are outlined below.

The equipment for the 911 Center to be maintained under an amendment and the renewal follows:

- Emergency Generator – Cummings 350 KW
- (2) Liebert HVAC Units – Emerson 8 Ton
- UPS System – Emerson (2) Banks of 40 batteries 480 volts - Max amps 198 – 3 phase
- Fire Alarm – Simplex Devices
 - (1) Halon Tank
 - (12) Smoke Detectors
 - (4) Pull Stations
 - (4) Strobes
 - (2) Tamper Switches
- General Trades, Locking, Electronic Security, HVAC, Plumbing, Electrical Systems services for Preventive Maintenance is included at no Additional Charge.

For the 911 Center, we propose to provide the maintenance services for an additional annual charge of \$7,544.

Planning | Design | Program Management | Facility Maintenance

Providing Clients a World of Solutions for over 35 Years

11790 Northfall Lane, Suite 403 » Alpharetta, GA 30009 » T (678) 990-1817 » F (678) 990-1919
www.cartergoblelee.com

The following buildings will be removed from the contract: Gus George Academy, Patrol Building, and Auto Theft (50,930 square feet). This will be deleted by a reduction of one employee, related sub-contractors, and preventive maintenance materials. The credit of \$59,364.00 will be reduced from the 2012 renewal numbers.

We propose to continue maintenance services at the current rates for FY 2012. The total annual cost is \$1,168,664.00. The following cost chart summarizes our proposal and is organized by base contract, amendment, monthly and annual charge:

Planning | Design | Program Management | Facility Maintenance

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Category	Monthly	Months	Annual
A. Maintenance Fee Base	\$ 97,161.00	12	\$ 1,165,932.00
B. ThyssenKrupp (West Tower Elevators)	\$ 2,716.00	12	\$ 32,592.00
C. Video Visitation	\$ 400.00	12	\$ 4,800.00
D. Kone (East Tower Elevators)	\$ 1,230.00	12	\$ 14,760.00
E. Schindler (Gus George Elevators)			
F. Radio Tower	\$ 200.00	12	\$ 2,400.00
G. 911 Center	\$ 628.67	12	\$ 7,544.00
H. Reduction of Gus George, Patrol, Auto	\$ (4,947.00)	12	\$ (59,364.00)
H. Reimbursable Expenses	Variable		Variable
Total			\$ 1,168,664.00

If you have any questions, please do not hesitate to call me at 770-560-5894.

Sincerely,



Joe E. Lee PE
CEO

cc: Major Leach
Lieutenant Quam
Dexter Stanphill
Ine Waters
Randy Kinsley
Joe Sinclair

Planning | Design | Program Management | Facility Maintenance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2011

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 Greying Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola	
	PHONE (A/C No. Ext): (770) 552-4225	FAX (A/C No.): (866) 550-4082
E-MAIL ADDRESS: jerry.noyola@greying.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Mt. Hawley Insurance Company		37974
INSURER B: Travelers Indemnity Company of		25666
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 11-12 (CGL Facility Faye) **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			MGL0172450	6/25/2011	5/26/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			BA5726N219	5/26/2011	5/26/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		MXL0369201	6/25/2011	5/26/2012	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 9,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		0				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
A	Professional Liability			RDP0004306	5/26/2011	5/26/2012	E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Per Claim \$2,000,000
							Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Project - Ft. Bend County Jail Expansion - Maintenance Contract

CERTIFICATE HOLDER Fort Bend County PO Box 1202 Richmond, TX 77406	CANCELLATION 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 Joshua Howell/JERRY

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
06/23/2011PRODUCER
Applied Risk Services, Inc.
10825 Old Mill Rd
Omaha, NE 68154

(877) 234-4420

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: California Insurance Co.

38865

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED
CGL Facility Management, LLC
dba CGL Facility Management, LLC
795 Lanier Ave E
Ste D
Fayetteville, GA 30214-2209 CTL 1273 569080**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JEOT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	73-840313-01-01	06/26/11	06/26/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDERCGL Facility Management, LLC
795 Lanier Ave E
Ste D
Fayetteville, GA 30214-2209
Attn: Project Manager**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE


 AYP103698

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FOURTH AMENDMENT TO TURNKEY FACILITY MAINTENANCE,
REPAIR & REPLACEMENT SERVICES AGREEMENT
FORT BEND COUNTY JAIL - RFP 09-093

THIS FOURTH AMENDMENT to the Turnkey Facility Maintenance Agreement (“Agreement”) is entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CGL Engineering, Inc. (hereinafter referred to as “Contractor,”) authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered a Turnkey Facility Maintenance Agreement for the Fort Bend County Jail dated September 1, 2009, (collectively, the “Agreement”), a First Amendment on April 27, 2010, a Second Amendment on May 25, 2010, and a Third Amendment dated September 28, 2010, attached hereto as Exhibit B, C, D & E, (collectively “First Amendment,” “Second Amendment,” and “Third Amendment” respectively), incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor’s proposal dated November 19, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed \$557.00 per month shall be available for elevator maintenance at the Gus George Academy and maintenance at the Radio Tower Building in connection with the Project as described in Exhibit A. Contractor hereby agrees to contract with Schindler Elevator Corporation to provide the services as described in Exhibit A at the Gus George Academy.
- B. Contractor’s compensation for the Project shall not exceed \$102,221 per month as follows:
 - 1. \$97,161 per month (year two)
 - 2. \$2,716 per month under the First Amendment
 - 3. \$400 per month under the Second Amendment
 - 4. \$1,387 per month under the Third Amendment
 - 5. \$557 per month under this Fourth Amendment
- C. This Amendment does not extend the original term of the Agreement, which expires on September 30, 2011, unless extended by written amendment to the Agreement.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all

necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

- F. Except as modified herein, the Agreement and previous Amendments remain in full force and effect and have not been modified or amended.
- G. If there is a conflict between this Fourth Amendment and the Agreement and previous Amendments, the provisions of this Fourth Amendment shall prevail.
- H. If there is a conflict between any Exhibits and this Fourth Amendment, the provisions of this Fourth Amendment shall prevail.

EXECUTION

This Amendment shall become effective upon execution by County.

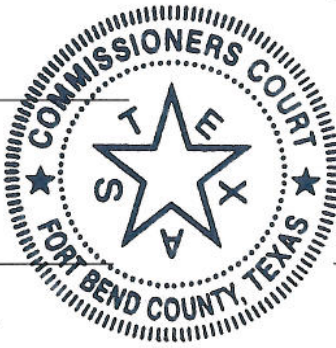
FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

2-1-2011
Date

Attest: Dianne Wilson
Dianne Wilson, County Clerk

Approved:



CONTRACTOR: CGL Engineering, Inc.
Joe E. Lee
Joe E. Lee, P.E.
Principal-In-Charge

1-25-11
Date

MER:I/Agr/CGL.Jail Maimtenance.4th.AMEND.3885

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 4,456.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

(4th Amendment) Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Contractor's proposal dated June 16, 2010
- Exhibit B: Agreement dated September 1, 2009
- Exhibit C: First Amendment dated April 27, 2010
- Exhibit D: Second Agreement dated May 25, 2010
- Exhibit F: Third Amendment dated September 28, 2010

Exhibit A



Carter Goble Lee

November 19, 2010

Gilbert Jaloma
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, TX 77471

Mr. Jaloma

CGL Engineering is pleased to submit to you an annual contract for the Radio Tower Building at the Fort Bend County Jail.

The Service would be provided by CGL Engineering and rolled up under the CGL Engineering existing building maintenance contract. The services would include administration, coordination of service, and preventive maintenance on the Emergency Generator, three (3) HVAC units, Light Fixtures, Electrical circuit panels, Fire Alarm system.

The contract service would start on the approval of Commissioners' Court and would continue annually with the existing contract, at a monthly cost of Two Hundred dollars (\$200.00). The Price may adjust annually of each year of the agreement. The payment adjustment will reflect the increase or decrease in labor cost per the existing CGL contract.

The terms of this agreement would be per our existing contract with the Fort Bend County Jail, and the additional terms described below.

CGL Engineering will not be responsible for the following, UPS battery system, Motorola Equipment, Tower Lighting, Electrical Grounding, or the physical Tower structure.

Should you have any questions feel free to call Ine Waters at 404-626-1377

Sincerely,

Joe Lee

Planning Design Program Management Facility Maintenance

Providing Clients a World of Solutions for over 35 Years

10000 Westpark Drive, Suite 1000, Dallas, TX 75243
Phone: 404.626.1377 Fax: 404.626.1378
www.cgl-engineering.com



Carter Goble Lee

November 19, 2010

Gilbert Jaloma
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, TX 77471

Mr. Jaloma

CGL Engineering is pleased to submit to you an annual elevator maintenance contract for the Fort Bend County Jail, at the Gus George Academy.

The Service would be provided by Schindler Elevator for 2 Hydraulic Elevators and rolled up under the CGL Engineering existing building maintenance contract. The services would include administration, coordination of service, preventive maintenance and escorting of the elevator contractor.

The contract service would start on the approval of commissioner's court and would continue annually with the existing contract at a monthly cost of Three hundred fifty seven dollars (\$357.00). The Price may adjust annually of each year of the agreement. The payment adjustment will reflect the increase or decrease in labor cost per the attached Schindler agreement.

The terms of this agreement would be per our existing contract and the attached agreement of Schindler Elevator.

CGL will submit a proposal for the additional elevators at the time that their existing maintenance contract runs out.

Should you have any questions feel free to call Ine Waters at 404-626-1377

Sincerely

Joe Lee

Attached: Schindler Elevator Maintenance Agreement

Planning Design Program Management Facility Maintenance
Providing Clients a World of Solutions for over 35 Years

Schindler Plus

SCHINDLER ELEVATOR CORPORATION

1201 West Loop North
Suite 130
Houston, TX 77055-7239
Phone: 713-576-2327
Fax: 713-692-0075

Date: November 17, 2010

Estimate Number: MSPW-82TPYS (2010.6)

To:
CGL Facility Management LLC
795 East Lanier Avenue
Fayetteville, GA 30214

Building Name:
Gus George Training Academy

Attn: Randy Kinsley

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description	Rise/Length Openings	Capacity	Speed	Install#
		Gus George Training Academy 1521 Eugene Heimann Cir Richmond, TX 77469-3620				
2	Schindler	Hydraulic Passenger #1 and #2	2F/GR	2500	100	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 1201 West Loop North Suite 130, Houston, TX 77055-7239, and CGL FACILITY MANAGEMENT LLC, 795 East Lanier Avenue, Fayetteville, GA 30214 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks; door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills, cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices, smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

CLEANING/PAINTING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on November 11, 2010, and continues until August 10, 2014, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$357.00 per month, payable in annual installments of \$4,284.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

- Direct Debit – 1% Discount (Attach Copy of voided check)
- Credit Card
 - Visa MC AMEX Other
 - Number: _____
 - Expiration Date: _____
 - Signature: _____
- Check
- Other: _____

(2) Please select a Payment Frequency (Other than Annual):

- Semi-Annual 1% Addition
- Quarterly 3% Addition
- Monthly 5% Addition

SPECIAL TERMS AND PRICING

Price:

Customer to receive first two months at no charge.

Callback:

Schindler agrees to not exceed one hour response time on entrapments.

Term:

Either party may cancel the service agreement with 60 days notice prior to the anniversary date or any renewal termination date.

Payment:

Customer may pay quarterly at no additional charge.

On page 6, Item 7 shall read, "Invoices (including invoices for extra work outside the fixed price) will be paid within 45 days of receipt."

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:



By: Richard Schredl

For: Schindler Elevator Corporation

Title: Sales Representative

Date: November 17, 2010

Accepted:



For: CGL Facility Management LLC

Title: CEO

Date: 1-25-11

Approved:

By: Otto Leone

Title:

Date:

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed preventative repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. [Unless otherwise agreed], We are not responsible for any work required due to obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. ~~Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:~~

- (a) Interest on past due amounts at 14% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

*SEE Special Terms
and Conditions. PS*

8. If either party to this Agreement claims default by the other, written notice of at least 10 days shall be provided, specifically describing the default. If cure of the default is not commenced within the ten-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

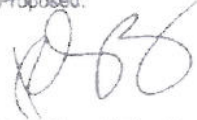
12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:



By: Richard Schredl

For: Schindler Elevator Corporation

Title: Sales Representative

Date: November 09, 2010

Accepted:



By: INE WATERS

For: CGL Facility Management LLC

Title: DISTRICT MANAGER

Date: 11/15/2010

Approved:



By: Otto Leone

Title: GM

Date: 11/9/10

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIRD AMENDMENT TO TURNKEY FACILITY MAINTENANCE,
REPAIR & REPLACEMENT SERVICES AGREEMENT
FORT BEND COUNTY JAIL - RFP 09-093

THIS THIRD AMENDMENT to the Turnkey Facility Maintenance Agreement (“Agreement”) is entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CGL Engineering, Inc. (hereinafter referred to as “Contractor,”) authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered a Turnkey Facility Maintenance Agreement for the Fort Bend County Jail dated September 1, 2009, (collectively, the “Agreement”), a First Amendment on April 27, 2010, and a Second Amendment on May 25, 2010, attached hereto as Exhibit B, C & D (collectively “First Amendment” and “Second Amendment” respectively), incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor’s proposal dated June 16, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed \$1,387.00 per month shall be available for elevator maintenance for three (3) general traction elevators provided by Kone Inc. in connection with the Project as described in Exhibit A. Contractor hereby agrees to contract with Kone Inc. to provide the services as described in Exhibit A at the Fort Bend County Jail.
- B. Contractor’s compensation for the Project shall not exceed \$97,038.00 per month for year one (1) of the Agreement and \$101,664 per month for year two (2) of the agreement as follows:
 - 1. \$92,535 per month under the Agreement; \$97,161 per month (year two)
 - 2. \$2,716 per month under the First Amendment
 - 3. \$400 per month under the Second Amendment
 - 4. \$1,387 per month under this Third Amendment
- C. This Amendment does not extend the original term of the Agreement, which expires on September 30, 2011, unless extended by written amendment to the Agreement.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and

void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

- F. Except as modified herein, the Agreement and previous Amendments remain in full force and effect and have not been modified or amended.
- G. If there is a conflict between this Third Amendment and the Agreement and previous Amendments, the provisions of this Third Amendment shall prevail.
- H. If there is a conflict between any Exhibits and this Third Amendment, the provisions of this Third Amendment.

EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:



 Robert E. Hebert, County Judge

9-28-2010

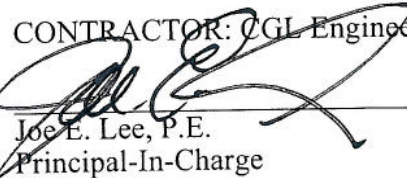
Date

Attest:



 Dianne Wilson, County Clerk

Approved:

 CONTRACTOR: CGL Engineering, Inc.


 Joe E. Lee, P.E.
 Principal-In-Charge

09-10-10

Date



MER:I/Agr/CGL.Jail Maintenance.3rd.AMEND.3885

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 16,644.00 to accomplish and pay the obligation of the Fort Bend County under this contract. amendment. all
for one year



 Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Contractor's proposal dated June 16, 2010
- Exhibit B: Agreement dated September 1, 2009
- Exhibit C: First Amendment dated April 27, 2010
- Exhibit D: Second Agreement dated May 25, 2010

Exhibit A



Carter Goble Lee

June 16, 2010

Gilbert Jaloma
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, TX 77471

Mr. Jaloma

CGL Engineering is pleased to submit to you an annual elevator maintenance contract for the Fort Bend County Jail.

The Service would be provided by Kone Elevator for 3 General Traction Elevators and rolled up under the CGL Engineering existing building maintenance contract. The services would include administration, coordination of service, preventive maintenance and escorting of the elevator contractor.

The contract service would start on September 17, 2010 and would be a 4 year contract at a monthly cost of One Thousand Three Hundred Seventy Eight dollars (\$1,378) with 3 additional years that automatically renew annually. The Price may adjust annually on September 1 of each year of the agreement. The payment adjustment will reflect the increase or decrease in labor cost per the attached Kone agreement.

The terms of this agreement would be per our existing contract and the attached agreement of Kone Elevator.

CGL will submit a proposal for the additional elevators at the time that their existing maintenance contract runs out.

Should you have any questions feel free to call Ine Waters at 404-626-1377.

Sincerely,

Joe Lee

Attached: KONE Elevator Maintenance Agreement

Planning • Design • Program Management • Facility Maintenance
Providing Clients a World of Solutions for over 35 Years
CGL Engineering LLC • 795 E. Lamar Avenue • Fayetteville, GA 30214
T: (770) 716-0081 • F: (770) 716-9081 • www.cartergoblelee.com



Elevators Escalators

PLUS (COMPLETE MAINTENANCE) AGREEMENT FOR VERTICAL TRANSPORTATION

PURCHASER (Equipment Owner):

Ft. Bend County
1547 Eugene Holman Circle Suite 608 1410 Williams Way
Richmond, TX, 77469

Responsible Managing Company:

CGL Engineering
1547 Eugene Holman Circle 795 E. Lanier Ave.
Richmond, TX 77469 Fayetteville, GA 30214

SERVICE LOCATION:

Ft. Bend County Jail
1547 Eugene Holman Circle 1410 Williams Way
Richmond, TX 77469

EQUIPMENT DESCRIPTION

Make	Model	Passenger
KONE	EcoSpace	3 Traction

This Agreement, dated 6/4/2010, between CGL Engineering (Purchaser) and KONE Inc. is for Complete Maintenance for the vertical transportation equipment located at Ft. Bend County Jail.

KONE and Purchaser, in consideration of the terms set forth herein, agree as follows:

PRICE

\$1,230.00 (ONE THOUSAND TWO HUNDRED THIRTY AND 00/100 DOLLARS) per month payable by Purchaser ~~quarterly~~ in advance. ~~\$3,680.00 per quarter~~ *monthly

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In

addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

TRACTION ELEVATORS

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

Rev 5 1/15/09

Ft. Bend Co. Jail UM Form

Page 1 of 1

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This document is a confidential agreement between KONE Inc. and Purchaser, and shall not be shared with any third party.

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CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

SERVICE REQUESTS (CALLBACKS)

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular and overtime working hours of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service.

- Service will be available 24/7/365, billable or not, according to the terms of the contract.

Rev. 01.15.09

En-Bent Co. Jan 08 Rev.

Page 2 of 6

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TESTS

KONE will perform the following tests on the equipment:

TRACTION ELEVATOR

An annual no-load test.

A five (5) year full load test.

O&M Fee is not included.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

GENERAL

KONE shall not be obligated to perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM, or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts.

Once upgraded by KONE, obsolete items will be covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing or clearing of car enclosure, telephones or communication devices, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein; provide a safe workplace for KONE personnel and safe access to the equipment, properly and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. To ensure safe and consistent service and operation of your equipment, Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement. KONE shall be allowed to provide a price and negotiate for all work outside this Agreement. If KONE is not selected to perform said work, KONE reserves the right to inspect the work at Purchaser's cost and

exclude such work from the service Agreement if it is not completed to KONE's satisfaction. Price may also be adjusted if the equipment is modified.

TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of ONE (1) years. This Agreement will automatically renew for successive terms of ONE (1) years thereafter either party may terminate this Agreement either at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being ONE (1) years from the effective date of this agreement or ONE (1) years from the effective date of any subsequent renewal term. *Automatic one (1) year

renewals not to exceed four (4) additional years, totaling five (5) years from the effective date. Premature cancellation of this Agreement or delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to KONE as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser will provide KONE with thirty days written notice of this transaction and Purchaser will notify the new Purchaser of the existence of this Agreement and provide KONE with the new Purchaser's complete contact information.

KONE may, at its sole discretion, temporarily suspend upon written notice or terminate entirely upon thirty (30) days' written notice this Agreement at any time due to the Purchaser's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or KONE's technicians (including, but not limited to, Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for a mutually agreeable independent elevator consulting firm to evaluate KONE's performance within the scope of this Agreement.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of sixty (60)

days shall be allowed for KONE to correct the non-compliance within the scope of this Agreement.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE thirty (30) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all outstanding balances owed KONE.

PRICE ADJUSTMENTS

The price will be adjusted annually on ~~January 1~~ ^{September 1} of each year of the Agreement. The payment adjustment will reflect the increase or decrease in labor costs.

Labor

100% of the current price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (including but not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel (based on the Producer Price Index of Commodities for Gasoline), insurance or other administrative expenses increase.

PAYMENT TERMS

Payments are due within ~~ten (10)~~ ^{forty-five (45)} days of date of invoice. A delinquent payment charge of 1 1/2% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment terms, Purchaser agrees to pay the defaulted amount, all attorney fees, collection and court costs. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service, including inspection and repairs.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

TAX

Purchaser shall pay any tax imposed upon Purchaser, KONE or its suppliers.

INDEMNITY CLAUSE

PURCHASER AGREES TO UNCONDITIONALLY INDEMNIFY AND HOLD HARMLESS KONE INC., ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND AFFILIATES (TOGETHER "KONE") FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), LOSSES, CLAIMS AND DAMAGES OF ANY NATURE WHATSOEVER WHICH KONE MAY AT ANY TIME SUFFER OR SUSTAIN OR BE ALLEGED TO BE LIABLE FOR BY REASON OF ANY INJURIES TO ANY PERSON, (INCLUDING DEATH) OR DAMAGES TO PROPERTY OR BOTH SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH, ARISING FROM OR INCIDENTAL TO THE WORK PERFORMED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT ACT OR OMISSION OF KONE.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidents or consequential damages. KONE shall not be liable

for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement including changes in or additions to shall not be binding upon KONE until approved by authorized KONE management. Submission of this Agreement does not void or otherwise nullify any existing contract until this new Agreement is signed and approved by both parties. If the Purchaser does not sign this Agreement within ninety days after the submitted date, this Agreement is null and void. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

THIS CONTRACT CONTAINS CERTAIN EXPRESS WARRANTIES. EXCEPT FOR THESE EXPRESS WARRANTIES, KONE DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY AND KONE'S SOLE LIABILITY FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF SERVICES OR DELIVERING OF CONFORMING MATERIALS.

This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties. Additional Terms & Conditions Attachment A is considered an integral part of this agreement.

VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

Rev. 8/11/09

Revised Work Order

Page 8 of 8

This document is a confidential agreement between KONE Inc. and Purchaser, and shall not be shared with any third party.
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CUSTOMER INFORMATION

Who is the building and equipment Owner?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (if Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

ACCEPTANCE

Service Agreement Effective Date: 9/17/2010

Service Agreement Number:

The parties to this service agreement agree to the conditions contained herein.

Signed for and as agent of CGL Engineering

(Signature)

(Print Name)

(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.


(Submitted By) Desiree Embury

(Approved By) Authorized Representative

(Title)

Date: ___/___/___

Rev. 01-15-09

PL Bond Co. (d/b/a) CM Inc.

Page 7 of 8

This document is a confidential agreement between KONE Inc. and Purchaser, and shall not be shared with any third party.
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Attachment A

If the Facility Maintenance Agreement between CGL Engineering and Ft. Bend County is terminated during the term of this Elevator Service Agreement, CGL may cancel within thirty (30) days written notice.

KONE will respond to emergency entrapment calls during regular and overtime hours within one (1) hour.

KONE will respond to non-emergency regular service calls during regular and overtime hours within ~~one~~ ~~(1)~~ ~~hour~~ ~~three~~ (3) hours.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO TURNKEY FACILITY MAINTENANCE,
REPAIR & REPLACEMENT SERVICES AGREEMENT
FORT BEND COUNTY JAIL - RFP 09-093

THIS SECOND AMENDMENT to the Turnkey Facility Maintenance Agreement (“Agreement”) is entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CGL Engineering, Inc. (hereinafter referred to as “Contractor,”) authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered a Turnkey Facility Maintenance Agreement for the Fort Bend County Jail dated September 1, 2009, (collectively, the “Agreement”) and a First Amendment on April 27, 2010, attached hereto as Exhibit B & C, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor’s proposal dated April 26, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed \$400.00 per month shall be available for video visitation maintenance services provided by Contractor in connection with the Project as described in Exhibit A. Contractor hereby agrees to provide the services as described in Exhibit A.
- B. Contractor’s compensation for the Project shall not exceed \$95,651.00 per month for year one (1) of the Agreement and \$100,277 per month for year two (2) of the agreement as follows:
 - 1. \$92,535 per month under the Agreement; \$97,161 per month (year two)
 - 2. \$2,716 per month under the First Amendment
 - 3. \$400 per month under this Second Amendment
- C. This Amendment does not extend the original term of the Agreement, which expires on September 30, 2011, unless extended by written amendment to the Agreement.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.
- G. If there is a conflict between any Exhibits and this Second Amendment, the provisions of this Second Amendment.

Exhibit A



Carter Goble Lee

April 26, 2010

Gilbert Jaloma
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, TX 77471

Mr. Jalomo:

CGL Engineering is pleased to submit to you an annual Video Visitation maintenance contract for the Fort Bend County Jail.

The Service would be provided by CGL Engineering and rolled up under the existing building maintenance contract. The services would include administration, coordination of service, preventive maintenance, and materials under \$500 dollars, excluding damages from vandalism

The contract service would start on May 1, 2010 and would continue until the end of our present contract. The cost would be made up of two areas: a charge for travel and time to attend a training course provided by MTS, the system manufacturer, and a monthly charge. The training fee would be \$1,400 (one thousand four hundred dollars) the monthly fee would be \$400 (four hundred dollars) invoiced with our monthly bill.

The monthly fee would cover on-site labor to provide quarterly preventive maintenance and response to service calls. We would provide services to cover minor repairs and replacement of provided spare components. The components/parts would be shipped to the manufacture for refurbishment or replacement. The County will provide spares for any items over \$500.00. CGL would not provide any on-site rebuilding of components or software. If at any time sub-contractor support is required it would be billed as an additional charge to the county, with prior approval.

The terms of this agreement would be per our existing contract and the attached agreement.

Should you have any questions feel free to call me at 404-626-1377.

Sincerely,

Ine Waters

CC: Lieutenant Quam

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STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO TURNKEY FACILITY MAINTENANCE,
REPAIR & REPLACEMENT SERVICES AGREEMENT
FORT BEND COUNTY JAIL - RFP 09-093

THIS FIRST AMENDMENT to the Turnkey Facility Maintenance Agreement (“Agreement”) is entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CGL Engineering, Inc. (hereinafter referred to as “Contractor,”) authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered a Turnkey Facility Maintenance Agreement for the Fort Bend County Jail dated September 1, 2009, (collectively, the “Agreement”) attached hereto as Exhibit C, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor’s proposals dated April 14, 2010, attached hereto as Exhibit A & B, incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. An additional amount not-to-exceed \$2,716.00 per month shall be available for elevator maintenance services provided by Contractor in connection with the Project as described in Exhibit A & B. Contractor hereby agrees to provide the services as described in Exhibit A & B.
- B. Contractor’s compensation for the Project shall not exceed \$95,251.00 per month for year one (1) of the Agreement and \$99,877 per month for year two (2) of the agreement.
- C. This Amendment does not extend the original term of the Agreement, which expires on September 30, 2011, unless extended by written amendment to the Agreement.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.
- G. If there is a conflict between any Exhibits and this First Amendment, the provisions of this First Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

Date 4-27-2010

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



Approved:

CONTRACTOR: CGL Engineering, Inc.

Joe E. Lee
Joe E. Lee, P.E.
Principal-In-Charge

Date 4/23/2010

MER:I/Agr/CGL.Jail Maintenance.AMEND.3885

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,264,938.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Contractor's proposal dated April 14, 2010
- Exhibit B: Services provided by Contractor
- Exhibit C: Agreement dated September 1, 2009

Exhibit D: Revised Contract Calculation

Exhibit A



Carter Goble Lee

April 14, 2010

Mr. Gilbert Jalomo, CPPB
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, TX 77471

Mr. Jalomo:

CGL Engineering is pleased to submit to you an annual elevator maintenance contract for the Fort Bend County Jail.

Service will be provided by ThyssenKrupp Elevator for five General Traction Elevators. ThyssenKrupp's services will be rolled up under the existing building maintenance contract between CGL Engineering and Fort Bend County. The services include administration, coordination of service, preventive maintenance and escorting of the elevator contractor.

Services under the four-year contract start on April 15, 2010 at a monthly cost of \$2,716 with three additional years that automatically renew annually.

The terms of this agreement are per our existing contract and the attached agreement with ThyssenKrupp.

CGL Engineering will submit a proposal for the additional elevators when the existing maintenance contract for those elevators expires.

Should you have any questions, feel free to call Ine Waters at (404) 626-1377.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Lee', is written over a light blue grid background.

Joe Lee
Chief Executive Officer

Attached: ThyssenKrupp Platinum Premier Maintenance Agreement

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Exhibit B

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - Control and landing positioning systems
 - Signal fixtures
 - Machines, drives, motors, governors, sheaves, and wire ropes
 - Power units, pumps, valves, and jacks
 - Car and hoistway door operating devices and door protection equipment
 - Loadweighers, car frames and platforms, and counterweights
 - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device ~~and/or from VISTA Remote Monitoring~~. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in ~~two hours or less~~ (excluding travel time) and do not include regularly scheduled maintenance visits. *One hour with [signature]*

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time and overtime premium expenses. Overtime service requests are performed before or after normal business working days and hours.

VIEW®

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication

and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

VIEW®. ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

Other Conditions. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be **Two Thousand Four Hundred Twenty-Five** dollars (\$ 2,425.00) per month, excluding taxes, payable monthly 

Term. This agreement is effective for four (4) years starting April 15, 2010 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive four (4) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial four (4) year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent four (4) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such

increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a prepayment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TURNKEY FACILITY MAINTENANCE, REPAIR & REPLACEMENT
SERVICES AGREEMENT
FORT BEND COUNTY JAIL - RFP 09-093

This Turnkey Facility Maintenance Agreement (“Agreement”) is entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CGL Engineering, Inc. (hereinafter referred to as “Contractor,”) authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, the County desires to engage an experienced contractor for turn-key maintenance and repair services and replacement of parts and equipment for the Fort Bend County Jail, located at 1410 Ransom Road, Richmond, Texas, (hereinafter referred to as “Services,”) and as detailed in RFP 09-093 , attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim; 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:

ARTICLE I.
SCOPE OF SERVICES

1.01 Contractor agrees to provide for the delivery of all maintenance, repair and replacement services described below and included in Contractor’s response to RFP 09-093, attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes, for the Fort Bend County Jail and other County Facilities as detailed in Section 1.02 below (hereinafter referred to as “Facilities”):

A. Phase 1:

1. Develop a maintenance management plan for approval by County.
2. Develop a computerized maintenance management system and transfer of information from existing system to new system, including the following: equipment inventory, equipment history, material inventory, material usage, labor and maintenance schedules.
3. Provide automated reports on a monthly basis for the following: preventive maintenance guide and equipment, equipment history, maintenance material inventory, maintenance schedules, labor, requisitioned maintenance, vandalism controls.
4. Develop policies and procedures related to maintenance management system
5. Verify proper operation of the building equipment in the jail
6. Conduct deficiency survey for the Facilities
7. Transition Facilities to full maintenance operation

B. Phase 2:

1. Develop preventive maintenance services and schedule
2. Develop corrective maintenance services and schedule

3. Based on the preventive maintenance schedules developed in Phase 1, Contractor shall maintain the Facilities building systems covered under this Agreement in accordance with the equipment operating manuals. The type of activities will include but not be limited to the following:
 - a. Change and adjust belts
 - b. Check and record motor, panel board, switchboard, amperage and voltage
 - c. Check and clean air handler drain pans, heating/cooling coils
 - d. Replace air filters, oil filters
 - e. Inspect and lubricate bearings, dampers, linkages, operable shutters
 - f. Check and torque panel board lugs, starter connections and terminations
 - g. Check motor, pump and drive assemblies vibration, alignment and run out
 - h. Check cooling tower fan operation, and sequence of individual fan cell operation
 - i. Check and record chiller and boiler temperatures, pressures, water flow rates, oil pressure, differential pressure and temperature
 - j. Check and verify operation of emergency generator, automatic transfer switch, speed governor, day tank level, fuel pump, storage tank level, voltage sensors, battery and charging circuitry
 - k. Inspect medium voltage transformers and low voltage switchgear, for oil leaks, excessive heat, ground faults, over/under voltage, 3 phase amperage imbalance, loose or high impedance connections
 - l. Provide operational tests of locking controls, sequencing
 - m. Supply, provide and perform chemical boiler water treatment
 - n. Inspect operation, rotation, vibration of belt and direct driven exhaust, intake, make-up air and supply air fans.
 - o. Perform a walk through of building roofs, inspecting equipment roof penetrations, walk boards, parapets, scuppers, down spouts, roof drains. Note any blistering, cracking, ponding, clogged drains, blocked scuppers or down spouts, note any wind or weather damage, subsurface icing, etc.
4. Contractor shall monitor all building control systems to predict equipment malfunctions to the extent possible.
5. Contractor shall develop a Deficiency Survey with County on a monthly basis. The Survey shall identify areas of the building and the maintenance program that need improvement and shall be incorporated into the preventive maintenance program or become a service requirement.
6. Contractor shall provide County a list of maintenance materials inventory and critical spare parts inventory for purchase by County.

1.02 The Facilities contain approximately 632,096 square feet on 20 acre site, comprised of the following:

Fort Bend County Jail	Building Area (sq.ft.)	Certificate of Occupancy
Jail	331,980	1994
Jail Addition	249,186	July 2009
Law Academy	7,200	
Auto Theft	3,730	
Gus George Academy	40,000	Pending

- 1.03 Contractor shall provide the following services:
- A. Deliver high-quality maintenance planning and preventive maintenance services, consisting of “round-the-clock” response (Option 1 in Exhibit A).
 - B. Deliver services in a cost-effective manner with full reporting and accountability to assist County in developing maintenance budgets.
 - C. Provide maintenance services with on-site, qualified and skilled professionals.
 - D. Prepare and implement a written maintenance plan with clear objectives, policies, procedures and annual evaluation compliance for the Facilities, approved by County.
 - E. Provide a computerized, web-based maintenance management system that tracks and reports all expenditures and resources.
 - F. Provide maintenance services in a manner that conserves energy and provides 100% operating efficiency.
 - G. Maintain a current, complete and accurate records of all services provided.
 - H. Validate and maintain all equipment warranties by performing all required maintenance.
 - I. Provide services in accordance with all applicable codes and standards.
 - J. Certain operational requirements require Contractor to schedule preventive maintenance so not to interfere with the operation of the Facilities. The overall maintenance effort shall be integrated into the current operations of the Facilities to enhance, not hinder, the operations.
- 1.04 Contractor shall be available to provide 24-hour service to County. Contractor shall comply with the following response times: to:
- A. Priority 1 – EMERGENCY: This work order type requires immediate attention with all available and appropriate resources. The descriptive nature of this deficiency is such that a clear and present threat exists to human life, inmate security, or that equipment, systems, buildings or any other asset may in all likelihood incur irreparable damage or destruction. The response required is 30 minutes
 - B. Priority 2 - CORRECTIVE – URGENT: The response required is within 1 hour if no emergency condition exists. The nature of this deficiency is such that if this work is not addressed within this time frame, the deficiency will deteriorate into a Priority 1 condition requiring immediate action.
 - C. Priority 3 – CORRECTIVE – ROUTINE: The response required is within 48 hours with available and appropriate resources. The nature of this deficiency is such that no threat exists to life, security, equipment, but that the potential exists for significant damage, operational difficulty, disruption of programs or services or other disruptions may occur.
 - D. Priority 4 – PREVENTIVE: The response required is in compliance with the equipment manuals for the specific piece of equipment.
 - E. Disaster Preparedness, Response and Recovery: Contractor shall provide staff in the event of an impending disaster and shall coordinate and assist County with disaster mitigation, preparedness, response and recovery activities. Contractor understands and agrees that in the event of an impending disaster, Contractor’s employee’s maybe required to spend extended periods of time at the Facilities to provide services to County.
- 1.05 Contractor shall advise and implement to County casualty prevention and control programs and measures in contribution to structurally and functionally safe facilities and equipment. Contractor shall assist in the administration of casualty prevention, electrical safety and control programs to include:
- A. Training of staff related to emergency responsibilities.
 - B. Format and content of inspections, tests and drills.
 - C. Contribution to the preparation of the Facilities external and internal disaster plans.
 - D. Provision of emergency services and utilities.

- 1.06 Contractor and County shall meet at least once monthly to conduct quality performance reviews to ensure a high standard of service for the Facilities.
- 1.07 Contractor shall be responsible for all vehicles, computers, tools, mobile telephones, office supplies and reference materials necessary to provide the Services. These materials and supplies will remain in the ownership of Contractor in the event of termination or cancellation of this Agreement.
- 1.08 Contractor shall organize and take receipt of all equipment operations and maintenance manuals, videos and training materials and shall become completely familiar with the operation of all Facilities systems.
- 1.09 Repairs and/or replacements that cost \$500 or less shall be included in the Services provided by Contractor under this Agreement. Upon prior written approval of County, repairs and/or replacements that exceed \$500 in material cost will be reimbursable to Contractor.
- 1.10 Contractor shall provide to County for approval a proposed staffing plan necessary to comply with the terms of this Agreement. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on any unfit person or anyone not skilled in the work assigned. County may, upon written notice to Contractor, require Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Agreement; violation of the County's or Contractor's rules and regulations; criminal activity; violation of state, federal, or municipal statutes; or if County determines that Contractor's employee poses a security risk to the Facilities. County may, upon thirty (30) days written notice to Contractor, require the removal of any individual from providing Services without cause.
- 1.11 Contractor's employees will be subject to security checks and drug screening on at least an annual basis.
- 1.12 County and Contractor recognize that any staffing plan is subject to revision as may be necessary to comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to the Facilities and personnel and staff engaged in the Services provided under this Agreement. Any changes to personnel structure may require a change in Contractor's compensation and shall result in an amendment to this Agreement.
- 1.13 Contractor shall immediately report to County any equipment malfunctions, including those covered under a warranty.
- 1.14 Contractor shall update and maintain drawings and specifications for the Facilities on a continuous basis.
- 1.15 Contractor shall provide a quality improvement plan approved by County. The quality improvement plan shall be reviewed with the County on a semiannual basis.
- 1.16 Contractor shall provide technical training and technical supervision for inmate work programs. The inmate work programs shall provide for inmates performing low-skilled activities including but not limited to the following: painting, general repair, lamp replacement.

ARTICLE II. COUNTY RESPONSIBILITIES

- 2.01 County shall provide the use of offices, storage space and facilities at the Facilities from which Contractor shall operate and conduct the Services detailed herein. Such office and storage space shall be under the sole control of Contractor; however County will have access to such office and storage space in an emergency and/or in the event Contractor is off-site or unavailable to County. County shall provide for Contractor's office and storage space all utilities including water, sewer, electricity and local telephone service. Contractor shall be entitled to utilize County's staff dining area.

- 2.02 County shall provide access to the Facilities to Contractor at all times. Access shall be coordinated with the Sheriff's Office.
- 2.03 County shall provide Contractor hard copies of the "as built" drawings and specifications for the Facilities. Contractor shall update these files on a continuous basis.
- 2.04 County shall conduct and provide security checks and drug screening to Contractor's employees on at least an annual basis, or for cause.

ARTICLE III.
EXCLUSIONS

- 3.01 Contractor shall provide all maintenance, repair and replacement in the Facilities except for the following:
 - A. Personal computers
 - B. Telephone system
 - C. Inmate imaging systems
 - D. Medical service equipment
 - E. Radio system
 - F. Elevator
- 3.02 Contractor shall provide all Facilities maintenance services except for:
 - A. Custodial services
 - B. Water and sewer lines outside the property boundary

ARTICLE IV
TERM & TERMINATION

- 4.01 This Agreement shall become effective upon execution of County and shall terminate on or before September 30, 2011. This Agreement may be extended only by written agreement of the parties. Extension of this Agreement shall be made sixty (60) days prior to the expiration date. By written agreement of extension, Contractor agrees to supply the services of the contract for the next twelve (12) months period at the stated and established prices.
- 4.02 Either party may terminate this Agreement at any time by providing thirty (90) days written notice to other party.
- 4.03 Within forty-five (45) days after receipt of notice of termination from County, Contractor shall submit a statement, describing in detail the services performed under this Agreement to the date of termination and all reports as required under Article I.
- 4.04 County shall then pay Contractor that proportion of the services actually performed under this, less such payments as a result of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, documents, electronic data files and specifications and reports and/or documents of any kind prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

ARTICLE V
CONTRACTOR'S COMPENSATION

- 5.01 Contractor shall be paid a monthly fee for Services provided under this Agreement and Exhibit A. The monthly payment shall provide for all labor and materials as included in Exhibit A. No additional payment will be considered without specific written prior approval from County.

5.02 Contractor's monthly compensation for year one (1) of this Agreement shall be as follows:

MONTH	TOTAL
September 2009	\$92,535
October 2009	\$92,535
November 2009	\$92,535
December 2009	\$92,535
January 2010	\$92,535
February 2010	\$92,535
March 2010	\$92,535
April 2010	\$92,535
May 2010	\$92,535
June 2010	\$92,535
July 2010	\$92,535
August 2010	\$92,535
Total	\$1,110,420

5.03 Contractor's monthly compensation for year two (2) of this Agreement shall be as follows:

MONTH	TOTAL
September 2010	\$97,161
October 2010	\$97,161
November 2010	\$97,161
December 2010	\$97,161
January 2011	\$97,161
February 2011	\$97,161
March 2011	\$97,161
April 2011	\$97,161
May 2011	\$97,161
June 2011	\$97,161
July 2011	\$97,161
August 2011	\$97,161
September 2011	\$97,161
Total	\$1,263,093

5.04 County shall pay Contractor the monthly compensation in accordance with the schedules in Sections 5.02 & 5.03 above. Contractor shall submit monthly invoices to County and County shall provide the monthly compensation to Contractor within thirty (30) days of County's receipt of invoice.

5.05 In the event this Agreement is terminated by County prior to the end of the term as described in Article 4, Contractor shall be paid pro rata for the services rendered as of the date of termination.

5.06 This Agreement is subject to annual appropriation of funds by County. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, County shall be entitled to immediately terminate without penalty or liability.

ARTICLE VI.
STANDARDS

The Services provided herein by Contractor must conform to the standards established in the State of Texas and the Texas Commission on Jail Standards and the American Correctional Association for the maintenance of county jail facilities. Contractor shall notify County immediately of any suspected noncompliance with any standard or regulation, but will not alter any services provided under this Agreement unless directed by County.

SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement. Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the Services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Contractor personnel and Contractor shall submit written notification of all key Contractor personnel changes for the County's approval prior to the implementation of such changes.
- 7.03 All employees of Contractor shall have such knowledge, experience and certification as will enable them to perform the duties assigned to them to the standards stated in this Agreement. Any employee of the Contractor who, in the opinion of the County, is incompetent or by his/her conduct becomes detrimental in any way shall, upon request of County, immediately be removed.
- 7.04 Except as otherwise specified herein, Contractor shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII
CONTRACTOR'S INSURANCE REQUIREMENTS

- 8.01 Contractor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 8.02 Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, and term of coverage and limits of coverage. Contractor shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Bests rating of A- 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:
 - A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - B. 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.
 - C. Business Automobile Liability insurance with a combined Bodily Injury/Property

Turnkey Facility Maintenance, Repair & Replacement Services Agreement RFP 09-093
CGL Engineering, Inc.

Damage limit of not less than \$100,000 each accident and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

- D. Professional Liability insurance with limits not less than \$1,000,000.
 - E. 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.
- 8.03 All Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
 - 8.04 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 this Agreement 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 the work under this Agreement is completed.
 - 8.05 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - 8.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

SECTION IX INDEMNIFICATION

- 9.01 CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT.
- 9.02 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 covered by this paragraph and by Section 9.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- 9.03 County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Contractor in its defense of each such matter.
- 9.04 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 THIS 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.
- 9.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a

- 9.06 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 9.07 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 9.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 9.09 Contractor's indemnification shall cover, and Contractor shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 9.10 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 9.11 County shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor providing such insurance.

SECTION X DISPUTE RESOLUTION

- 10.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Contractor agree to submit the dispute to mediation.
- 10.02 In the event County or Contractor mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.
- 10.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 10.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

XI NOTICE

- 11.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.
- 11.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 11.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

CGL Engineering, Inc.
Mr. Joe E. Lee
95 East Lanier Ave.
Fayetteville, GA 30214

B. If to County notice must be sent to the following:

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

Sheriff Milton Wright
1410 Ransom Road
Richmond, Texas 77469

with copy to:

Gilbert Jalomo
Fort Bend County Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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

SECTION XII REPORTS OF ACCIDENTS

- 12.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person, Contractor shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto.
- 12.02 Contractor shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Contractor's performance of work under this Agreement.

SECTION XIII LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XIV LIMIT OF APPROPRIATION

- 14.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$1,250,000, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County under this Agreement for multiple projects.
- 14.02 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 hereunder and the total maximum sum that County shall become liable to pay

to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$1,250,000 for described scope of services in all executed work orders.

SECTION XV SUCCESSORS AND ASSIGNS

- 15.01 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 such other party, in respect to all covenants of this Agreement.
- 15.02 Neither County nor Contractor shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVI PUBLIC CONTACT

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

SECTION XVII MODIFICATIONS

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

SECTION XVIII MISCELLANEOUS

- 18.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 18.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 18.03 Contractor agrees and understands that by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 18.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 18.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

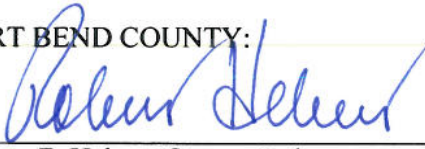
- 18.06 Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation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

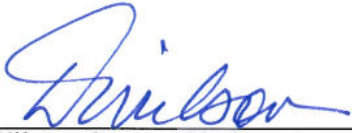
This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

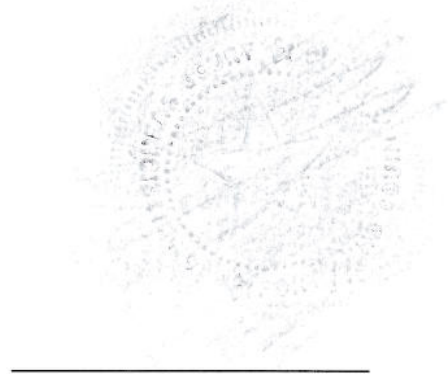


Robert E. Hebert, County Judge

Date 9-1-09

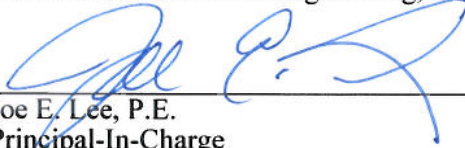
Attest: 

Dianne Wilson, County Clerk



Approved:

CONTRACTOR: CGL Engineering, Inc.




Joe E. Lee, P.E.
Principal-In-Charge

Date 08/27/2009

MER:1/Agr/CGL.Jail Maimtenance.3689

AUDITOR'S CERTIFICATE

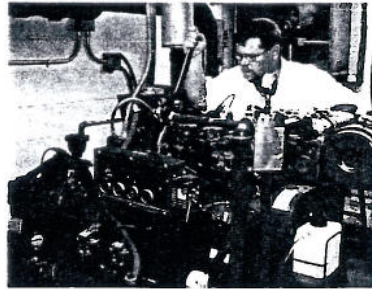
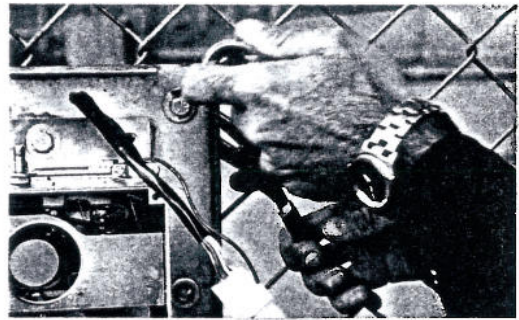
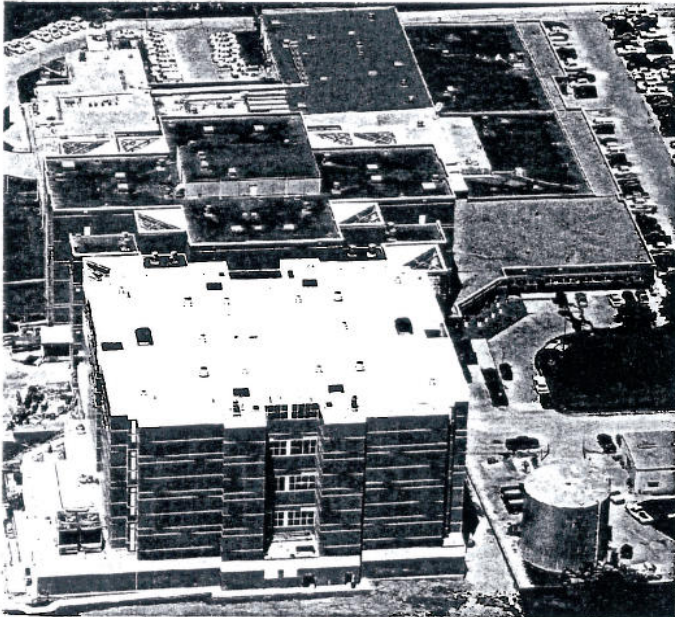
I hereby certify that funds are available in the amount of \$1,250,000 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Contractor's Response to RFP 09-093 dated July 16, 2009

proposal to provide
**TURNKEY FACILITY
MAINTENANCE** *for the*
FORT BEND COUNTY JAIL
RFP NO. 09-095



Submitted by:
CGL Engineering, Inc.
795 E. Lanier Ave.
Fayetteville, GA 30214
(770) 716-0081
(770) 716-9081 fax
www.cartergoblelee.com



July 16, 2009

Gilbert Jalomo, CPPB
County Purchasing Agent
Fort Bend County Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

RE: Proposal Submission for RFP No. 09-093, Jail Maintenance

Dear Mr. Jalomo,

CGL Engineering LLC (CGL) is pleased to submit this proposal to provide Turnkey Maintenance Services for the Fort Bend County Jail. We are confident that our team has the capabilities and the qualifications to provide outstanding efficiency and service to some of the most important public facilities in Fort Bend County so the buildings perform like-new for decades.

Our approach and team are distinct:

- **Unmatched Experience.** CGL's Principals invented the concept of outsourced Correctional Maintenance. Our Team is the most qualified team to provide services to the Jail, having worked with the County during the planning and construction of the new jail expansion. We have provided the criminal justice services in more than 500 Counties, 49 States and 13 Countries, managing more than 20 million square feet of jails – and currently providing service in more than 5 million square feet of criminal justice space. We currently provide maintenance services in more correctional facilities than anyone else.
- **Proven Approach.** CGL has successfully transitioned and implemented building maintenance services in more than 5 million square feet and 300 buildings dedicated to corrections. Our proven maintenance delivery system is tuned to the needs of Fort Bend County, with a management program that fits the facility's exact needs.
- **Local Knowledge.** We currently provide Program Management services to Fort Bend County. We are extremely familiar with the business methods of the County, with County staff and with the facilities themselves. We have an outstanding record of quality and care for the County's best interests, and we hope to be able to continue providing service to the County.
- **"Reach Back" Capability.** CGL's involvement since 2004 in the planning, design and construction of the jail and our Team's experience performing maintenance in like facilities provides unparalleled and direct experience to ensure its design intent is maintained for decades. CGL's process ensures Fort Bend County has a maintenance provider that understands the specifics of the facility and is fully invested in the long-term reliability of the building.

As the CEO, Principal-in-Charge and the County's permanent contact, I feel certain that our team brings the experience and professional commitment necessary to secure your goals.

Respectfully Submitted,

Joe E. Lee, P.E.
Principal-In-Charge, CGL Engineering LLC
795 E. Lanier Avenue
Fayetteville, GA 30214
(770) 716-0081; (770) 560-5894 cell; (678) 990-1919 fax
jlee@cartergoblelee.com

Responder Information

CGL Engineering LLC

Legal Name of Contracting Company

262795410

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(770) 716-0081

Telephone Number

(678) 990-1919

Facsimile Number

795 E. Lanier Avenue

Complete Mailing Address (for Correspondence)

Fayetteville, GA 30214

City, State and Zip Code

same

Complete Remittance Address (if different from above)

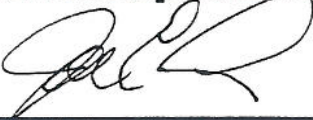
City, State and Zip Code

Joe E. Lee, PE

Authorized Representative and Title (printed)

jlee@cartergoblelee.com

Authorized Representative's Email Address



Signature of Authorized Representative



TABLE OF CONTENTS

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MEETING FORT BEND COUNTY'S MAINTENANCE OBJECTIVES



To deliver high-quality maintenance planning and preventive maintenance services.

Quality service delivery begins with a staff of directors, managers and technicians with the experience and knowledge to plan and implement a program that meets Fort Bend County's goals, efficiently transitions maintenance delivery, utilizes staff correctly and efficiently, closely manages costs, effectively reports maintenance performance and quality, plans for future activities and budget needs, and ensures long-term customer service.

Outstanding Staff of Principals and Directors: CGL's Leadership, made up of individuals who have direct and active roles in maintenance performance for Fort Bend County, has more than 100 combined years of planning and implementing jail maintenance services. Mr. Joe Lee, Principal-in-Charge of this implementation, founded the first outsourced maintenance program for jail systems, and provided the first-ever outsourced maintenance program for correctional facilities. Mr. Dexter Stanphill, the Program Director, was the Director of Facilities for the Georgia Department of Corrections for a decade.

Outstanding Management Staff: Mr. Steve Ohm knows the Fort Bend County Jail better than anyone from his experience as CGL's project manager overseeing the construction of the jail expansion. Mr. Ohm has detailed familiarity with American Correctional Association and Texas Jail Commission standards and requirements, and applies his knowledge to the maintenance practices in the jail to ensure inspections are passed and accreditations maintained. Mr. Randy Kinsley has experience managing maintenance services in jail complex jail environments, like the Fort Bend County Jail. Mr. Kinsley's experience in the Washington, DC, Central Detention Facility has prepared him for any possible maintenance task or event.

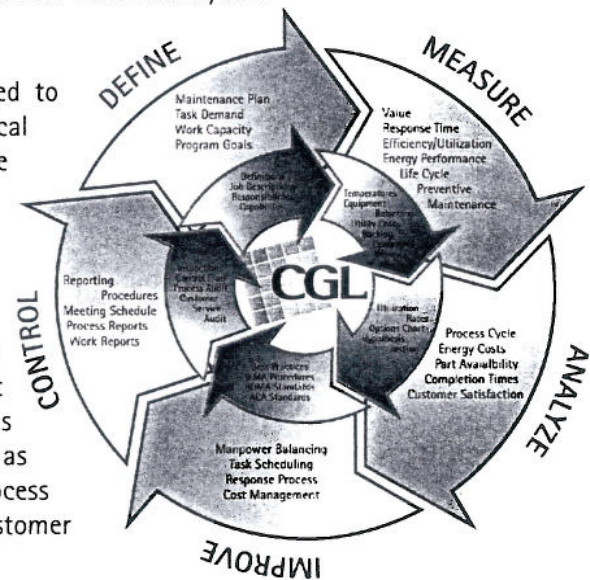
Outstanding Technicians: CGL's talented Human Resources Staff, led by Executive Vice President George Komer, have developed methods and resources to find skilled technicians who can perform maintenance services in the unique jail environment. Our HR staff finds the licensed professionals needed to lead the operation of the Fort Bend County Jail. After hiring new technicians, Mr. Komer works with Quality and Technical Manager Tim Tanner to provide training and orientation to ensure employee longevity at the Fort Bend County Jail.

Quality Management Methodology

CGL carefully monitors quality with a specific approach designed to improve customer satisfaction, lower cost, increase staff technical capability, reduce complexity of the program, improve response time and eliminate defective work:

Define core processes: During the transition period, we work closely with the Fort Bend County Sheriff's Office to define and clarify the program's scope, expectations, available resources and timelines. We apply our varied experience to lay out the program's performance details, prepare policies and procedures and set communication standards. We ensure Fort Bend County understands the scope of the contract and we clearly define our responsibilities as the maintenance provider. We frequently revisit the definition process to refine and improve the program's details for increased customer service.

Measure program goals against benchmarks: Defining the program's direction is an important and necessary first step, but the program must be defined by its ability to make progress against established goals. The definitions, details, expectations and goals of the program must be measurable, quantifiable and benchmarked using actual program data. Measuring the data not only provides necessary communication with the Sheriff's office, but it also reveals trends and allows us to calculate process improvements and program capabilities.





MEETING FORT BEND COUNTY'S OBJECTIVES

Analyze the measured data: There are multiple objectives to analyzing the data in relation to quality management: to ensure all technicians understand the process at its root levels, to invite critical investigation of the program from multiple angles, to identify areas that do not perform to quality expectations, to identify areas that perform beyond quality expectations, and to provide opportunities to formulate improvement options. Each analysis must be thorough and complete, to avoid shallow program understanding that leads to unproductive results, but not so deep as to paralyze the program.

Improve the program: The analytical results are put to work during the improvement phase. Solutions and options, as well as improvements, efficiencies and enhancements are identified and presented to Fort Bend County. The ideas for correction must fit into the earlier phases: they must fit the defined goals, be measurable and fit into project analyses. The improvements are also fluid and are part of the Quality Management Cycle.

Control process improvements: The quality process continually works to improve the maintenance program in the Fort Bend County Jail. Our quality process rarely provides large leaps in process changes. Normally, the small incremental changes add up over time to a process that fits smoothly into Fort Bend County Jail operations while always working for improvement. We put in place quality control tracking mechanisms and measurements to assure, at a minimum, that the gains made in the project are not lost over a period of time. We share the improvements and controls with the Sheriff's Office and the County to ensure reliability and accountability.

To deliver services in a cost-effective manner with full reporting and accountability to Fort Bend County.

Maximizing employee utilization is the key to providing cost-effective services. Our maintenance program cross-trains employees so they can assist other trades when not working on trade-specific tasks. Our average employee utilization rate for all of our contracts, including more than 100 employees in the State of Georgia, is 85%.

CGL's preventive maintenance programs average less than \$2.00 per square foot – far below IFMA and BOMA averages. Our high utilization of staff allows us to develop programs that right-size the trades to perform all the necessary preventive and corrective maintenance effectively.

Our high staff utilization rate is also is a function of our superior management and reporting organization. Our facility manager and chief engineer have direct experience organizing maintenance services in facilities similar to the Fort Bend County jail. Both Managers have seen the issues that may arise at the jail, and have experienced those situations from varying perspectives. They have the ability to showcase new ideas to improve the processes and functions of the maintenance program

Our managers also understand how to collect and communicate important and valuable information necessary to the analysis of program progress. CGL prepares the following reports during the Transition Phase:

Report	Frequency
Preventive Maintenance	Monthly
Uncompleted maintenance	Monthly
Equipment History	Monthly
Service Call Reports	Monthly
Completed Work Order Report	Monthly
Boiler Inspection Tickets	Annually
Elevator Inspection Tickets	Annually
Fire Alarm Test Results	Quarterly
Budget Report	Monthly
Security Reports	Monthly
Safety Reports	Monthly
Evaluation of Compliance	Quarterly



MEETING FORT BEND COUNTY'S OBJECTIVES



CGL can also generate custom reports defined during the Transition Phase:

- Monthly Management Report
- Weekly Operation Update
- ACA Monthly Accreditation Reports
- Monthly Financial Updates
- Purchasing reports
- Equipment reports
- Scheduling reports
- Work request reports
- Work order reports
- Work order completion reports

Each report is designed to respond to a specific need or goal of Fort Bend County to provide necessary, measureable data and improve customer service.

To provide maintenance services with on-site, qualified and skilled professionals. These professionals shall be skilled in all technical systems including all security and life safety systems.

CGL's technicians hold all necessary licenses and certifications to manage and perform all work outlined in the RFP's scope of services. We perform these exact duties in more than 4 million square feet of corrections space across the country. We also have specific experience managing energy programs, electrical systems (including switchgear) and central plant equipment.

We provide our technicians with on-going specific and broad-based training. Our training includes institutional training, safety, dealing with inmates, specific trade skills training and other programs.

To prepare and implement a written maintenance plan with clear objectives, policies, procedures and annual evaluation compliance for the facility.

Our planning, implementation and quality process clearly defines the goals of the program before technical work begins. By defining the program's expectations with County and Sheriff staff, CGL becomes a partner in the success of the Jail's operation and has a vested interest in the program's quality.

Part of our quality approach requires us to define the details of the program. Through the development of our Policy and Procedure Manual, we set clear goals and expectations; thoroughly itemize the maintenance tasks with appropriate work procedures for each task; and establish reporting requirements for data gathering and analysis.

To provide a computerized, web-based maintenance management system that tracks and reports all expenditures and resources.

The foundation of a solid Maintenance Program is an effective and properly deployed Computerized Maintenance Management System (CMMS). CGL's experience in successfully adopting several different types of computerized maintenance management software systems transfers to Fort Bend County. The Transition Team assigned to Fort Bend County has more than 15 years experience implementing CMMS in major correctional and detention facilities. CGL has the necessary skills to build effective databases. CGL's set-up and access to this system is essential to implementing an efficient and effective maintenance program.

To provide maintenance services in a manner that conserves energy and provides 100% operating efficiency.

Concurrent with a facility conditions assessment, CGL performs an energy audit to ensure Fort Bend County is maximizing their energy efficiency with its existing equipment, that the new equipment can be maintained to meet energy efficiency standards, and to make any recommendations on capital improvements that result in quick return on investment based on lowered energy costs.

CGL collects data to evaluate potential savings and notes factors that are important to determine implementation costs. Critical infrastructure needs that help improve the building's comfort and safety are also identified at this point. Rate structures are analyzed to provide the potential for improvement. The information developed from the analysis is used to set goals and future programs to reduce energy consumption and cost.



MEETING FORT BEND COUNTY'S OBJECTIVES



To maintain a current, complete and accurate records of all services provided.

Clearly defined communication is paramount to the success of our maintenance program. We act in conjunction with the County and the Sheriff as a Team for the successful operation of the jail. The primary tool for producing information to measure our performance is a CMMS filled with accurate and complete facility data and the reports needed to extract that data in a meaningful way.

Our reporting procedures provide a tool for CGL and Fort Bend County to measure and analyze service delivery. Periodic review of our service reports by the County, CGL's Program Director and CGL's Facility Manager allow for continuous improvement and provide an open dialogue to ensure expectations are met.

Our reports are designed to respond to our customers' expectations of our responsiveness, reliability, professionalism, efficiency and effectiveness. The thoroughness of our reports indicates the accuracy and completeness of the information contained in the CMMS.

Reporting & Feedback Examples

Report	Feedback	Responds To
Monthly average response time from time of call	Response time is meeting or exceeding the County's objectives and criteria.	Responsiveness
Response time trending report	Is the respond time faster or slower than previous time period?	Continuing Improvement for Responsiveness
Equipment Failure Report	When & where are equipment failures occurring? What specific equipment is failing? Why is it failing? Is the trend more or less than last period? Do we need more technical training?	Reliability
Satisfaction Survey	Is the maintenance staff attentive and respectful to Airport staff?	Professionalism
Staff Utilization Report	What is the average staff utilization rate? How does it compare to last period?	Efficiency
Monthly Work Order Report	Average work orders/time period less or more than last period? Average work orders per square foot less or more than last period? Total PM Work Order Total Repair/Vandalism/Emergency	Efficiency
Monthly Preventive Maintenance Work Orders versus Repair Work Orders	Is the ratio of PM to repair better or worse than last period? Are we doing the right work?	Effectiveness

To validate and maintain all equipment warranties by performing all required preventive maintenance.

Our primary responsibility is to provide 100% of the manufacturer recommended preventive maintenance to all Fort Bend County Jail equipment to minimize the need for corrective/unscheduled maintenance and to ensure warranties remain in place and valid. CGL's requirements for following preventive maintenance schedules limits the amount of corrective repair work performed due to equipment failure and helps ensure any work done is not at an additional cost to the County.

CGL's first task is to establish monthly preventive maintenance schedules based on how critical the equipment & systems are to facility operation. For example, preventive maintenance of life safety equipment & systems is given top priority.



MEETING FORT BEND COUNTY'S OBJECTIVES



Our approach to determine equipment condition, establish warranty status and maintain warranty validity is to:

1. Determine facility and equipment condition for the entire structure and every piece of equipment
2. Make sure settings for all equipment are within warranty limits, maximize efficiency and minimize undue strain on equipment
3. Implement a quality and proven preventive maintenance program
4. Determine the correct on-site staff mix for maximum time utilization for preventive maintenance activities without overstaffing the facility
5. Using the initial conditions assessment and our experience with correctional facilities, develop a maintenance plan that incorporates:
 - a. Warranty Management for all equipment still within warranty parameters
 - b. Extending warranties, where available
 - c. Identifying equipment nearing the end of valid warranty periods
 - d. Preparation of a "watch list" for equipment reaching failure due to age or condition
 - e. Identification of equipment with excessive vibration or heat
 - f. Identification of electrical equipment "hotspots" using infrared scans
 - g. Development of trending analysis for each site to monitor conditions of critical equipment
6. Monitor and provide quality assurance measures to the preventive maintenance and warranty validation work

To provide services in accordance with all applicable codes and standards.

CGL evaluates the facility from a physical plant, management, and operational perspective. Using State Standards, Local and State Building Regulations, and other regulatory standards, the existing structure is evaluated according to:

- Extent that the facility complies with local, state and national standards and nationally accepted best practices for operations;
- ADA compliance;
- ACA Standards;
- TJSC Standards;
- Significant out-of-code conditions (using existing reports);
- Life-safety problems;
- Building systems and structural conditions; and
- Maintenance and repair conditions.

Recommendations will be made, if appropriate, to enhance the efficiency and safety of operations.

To assist in recording observations, an operational checklist is developed to include a combination of standards, State code regulations, any facility-specific requirements and other issues and requirements related to all areas of the facility's operation. The checklist addresses services and support services, providing a database from which we can more closely examine operational issues and set measurement benchmarks.



SECTION 2 MINIMUM REQUIREMENTS



12.1 The Responder must be organized for the purpose of providing complete maintenance services for detention or correctional facilities. Complete services are defined as providing preventive maintenance on all major building equipment including but not limited to HVAC, electrical, locking, life safety and electronic security systems. Also, complete maintenance services include corrective maintenance services, budget planning, facility management reporting and capital expenditure planning. Fort Bend County prefers the Responder have provided the same services described in this RFP at a minimum five (5) detention or correctional facilities in the State of Texas over the past five (5) years.

CGL Engineering LLC, a Georgia limited liability corporation, provides a single source specifically for criminal justice facility assessment, maintenance and engineering system needs. CGL delivers a systemized and proven approach to comprehensively manage and maintain an entire jail operation. Our approach takes into account both preventive maintenance and repair needs. By improving the performance of a building's equipment and engineering systems, and by keeping them at optimum condition, we guarantee a better functioning building as well as a substantial reduction in annual maintenance and energy costs.

CGL Engineering is a part of the Carter Goble Lee family of companies, formed in 2001 through the merger of Carter Goble Associates of Columbia, SC, and Lee Engineering and Management Group of Fayetteville, Ga., creating a family of companies with more than 100 years combined experience planning, designing, managing and maintaining criminal justice and correctional facilities and systems. CGL's unique group of professional disciplines promotes seamless client representation from project inception through completion. CGL partners with its clients to approach complex decision-making processes in order to embrace the functional aspects of system components to systematically define need, resources and solutions while considering the long-term investment value of the building.

CGL, as a company, has more than 35 years of demonstrated success planning, building and maintaining criminal justice facilities. We work in many diverse jail environments and have the ability to adapt to any specific jail condition. We work on the cutting edge of criminal justice trends to help our clients improve their existing systems for better and more efficient criminal justice operations.

We are able to perform all of the requirements of the RFP's scope of services by providing:

- A proven system of preventive maintenance
- A well defined staffing plan
- A well-balanced labor mix
- The right people for the job
- The best criminal justice maintenance management team

More specifically, our team designs the following systems for implementation in Fort Bend County:

- | | |
|------------------------------------|--------------------------------------|
| ■ Standardized Maintenance Program | ■ Inventory Control |
| ■ Facility Conditions Assessment | ■ Collateral Control and Procurement |
| ■ Preventive Maintenance | ■ Building Envelope Management |
| ■ Corrective Maintenance | ■ Central Plant Management |
| ■ CMMS Implementation/Upgrade | ■ Roof Maintenance |
| ■ Effective billing operations | ■ Warranty Management |
| ■ Cost Management | ■ Equipment Repair |
| ■ Budget Preparation | ■ Emergency Planning |
| ■ Safety Programs | ■ Emergency Response |
| ■ Casualty Prevention | ■ Recycling |
| ■ System Upgrade Recommendations | ■ Energy & Utility Management |
| ■ Communication Facilitation | ■ Office and Data Management |



SECTION 2 - MINIMUM REQUIREMENTS



Prime Contractor Experience

Client	Client Since
Georgia Department of Juvenile Justice	2001*
Clayton County, GA	2001**
Virginia Department of Corrections	2006
Franklin County, PA	2007

* CGL was recently awarded a new contract with the State of Georgia to include Department of Juvenile Justice Facilities, Georgia Department of Corrections facilities and Georgia Bureau of Investigation facilities.

**CGL managed the Central Plant and Clayton County's Guaranteed Energy Cost from 2001-2006. CGL now provides maintenance services throughout the Clayton County Justice Center.

12.2 The Responder must have on staff, individuals with at least five (5) consecutive years experience in detention technology. The experience must include a thorough knowledge of jail operations and detention facility technology.

CGL's Corporate Management Team consists of:

- Principal in Charge, Mr. Joe Lee: more than 30 years of corrections experience
- Program Director, Mr. Dexter Stanphill: more than 35 years of corrections experience
- Quality Assurance, Tim Tanner: more than 15 years of corrections experience
- Facility Manager, Mr. Steve Ohm: more than 25 years of corrections experience
- Chief Engineer, Mr. Randy Kinsley: more than 5 years of corrections experience

CGL's Program Director, Mr. Dexter Stanphill, has management responsibility over the contract and supervisory responsibility for all services provided for Fort Bend County. Mr. Stanphill has detailed knowledge of jail equipment and facilities from his experience as:

- Program Director for maintenance services currently provided to the District of Columbia Department of Corrections' Central Detention Facility
- Director of Engineering for the Georgia Department of Corrections
- Contract Manager for outsourced maintenance of Georgia Department of Juvenile Justice facilities
- Contract Manager for maintenance services provided to the Virginia Department of Corrections

Mr. Joe Lee has more than 30 years of experience providing design, program management, construction management and facility maintenance services to criminal justice agencies. Mr. Lee was the Project Executive during the construction of the Fort Bend County jail, and is more familiar with the new jail section's systems than any other maintenance professional. Mr. Lee also established the first outsourced maintenance contract specifically designed for a criminal justice agency. Mr. Lee has been providing criminal justice maintenance services since 1993 and is familiar with detention equipment, detention technology and maintenance methods within corrections facilities.

Mr. Tanner is responsible for the technical and administrative oversight of facility maintenance service provided to CGL's clients. This includes the Georgia Department of Juvenile Justice, with 30 youth detention facilities and 1.9 million sq. ft. throughout Georgia, as well as the 727,000 sq. ft. Clayton County Justice Center. Mr. Tanner was also a Regional Maintenance Engineer for CGL and for the Georgia Department of Juvenile Justice for more than 10 years, giving him specific and direct knowledge of jail operations and management systems.





SECTION 2 - MINIMUM REQUIREMENTS

CGL's proposed Facility Manager, Mr. Steve Ohm, has more experience with the Fort Bend County Jail Facilities than anyone. Mr. Ohm applies his knowledge of the Jail's design intent to easily transition the facility to outsourced maintenance while providing a detailed management plan for long-term facility care.

12.3 The Responder must maintain insurance as described in Section 5.0.

Workers' Compensation Insurance: CGL carries \$1 million/accident or disease/employee

Employer's Liability Insurance: CGL carries \$1 million/occurrence and \$2 million aggregate

General Liability Insurance: CGL carries \$1 million/occurrence and \$2 million aggregate

Automobile Liability Insurance: CGL carries \$1 million combined single limit for owned, rented or hired vehicles

Umbrella (Excess) Insurance: CGL carries \$9 million

12.4 The Responder must demonstrate the ability to provide a system of on-site technical staff and continuous training programs.

CGL Engineering has existing contracts to service 2.6 million square feet of detention, court and correctional space in Georgia with 105 technicians and managers. We also perform work for an additional 1.4 million square feet across the United States using managers and solutions experts in the Detention Building type. Our continued success providing the exact services requested by Fort Bend County in facilities similar to the Fort Bend County Jail demonstrates our ability to provide a system of onsite technical staff.

Staff retention and development are at the top of the strategic agenda for our Human Resources Leadership Team, headed by Executive Vice President George Komer. CGL's employment agenda, driven by changing workforce dynamics, focuses on leadership development, talent management, maintaining a high-performance culture and offering employment value through training and personal growth.

Our approach to retention of qualified employees is based upon five attributes we feel every employee desires:

- Fair pay for work performed
- A comprehensive benefits package
- Recognition and coaching
- A planned career path
- Training and personal development

CGL's employees' growth follows either technical or managerial paths, and providing guidance and logical development steps to either track is essential to employee retention. On the technical side, career development includes expanding training and certification, cross-training and promoting to a multi-facility or "expert" status in a specialty. For employees with managerial potential, skills in coaching, employee development, human resources and client relations are emphasized. CGL's leadership is committed to working with each individual to determine long term career goals and provide a solid plan to achieve those objectives.

Providing employees ongoing training enhances skill sets and clearly demonstrates our commitment to the employee's long term welfare, improving retention. Our training programs are designed to maximize performance while encouraging personal growth. Technical training ranges from on-the-job coaching and mentoring through formal classroom skill enhancement in disciplines such as HVAC, electrical, plumbing, and other specific equipment related techniques. We also provide web-based training for both technical and "soft skill" development. Our Planned Professional Development Program links training with career path, strategic goals, client satisfaction, and personal performance to reward and retain employees.

CGL's success in the corrections marketplace is based on our ability retain the service of talented, skilled technicians familiar with the special work environment of detention facilities, We have implemented a multi-faceted, employee focused program to retain employees and promote top performers. Retention of qualified employees through training, coaching, and reward systems ensures that CGL can fully accomplish the Scope of Services and exceed our clients' expectations.



SECTION 2 - MINIMUM REQUIREMENTS



12.5 The Responder must have a proven ability for contract start-up within 20 working days of contract signature.

In 2001, CGL was hired by the Georgia Department of Juvenile Justice to start the first system-wide outsourced correctional maintenance program for a state agency devoted to criminal justice. CGL replaced and supplemented State staff within a transition period of 90 days.

In less than 90 days, for 1.9 million square feet of space in 28 facilities, CGL:

- Identified and hired all State employees qualified to perform maintenance services
- Identified and hired all other technical staff and submitted their information for background screening
- Installed and implemented a new CMMS
- Procured tools, vehicles and other equipment to perform maintenance
- Provided orientation to DJJ Facility Managers
- Successfully started services

CGL, as a company and as individuals, have provided similar services for the Virginia Department of Corrections, Franklin County, Pa., Clayton County, Ga., and the Washington, D.C. Department of Corrections.

CGL's presence in Richmond and our experience in Fort Bend County have led us to identify a proposed Facility Manager and Chief Engineer, as well as many candidates for Senior Technical Staff and other Technical Staff. CGL already has in place standard Transition and Start-up Practices that can be easily adapted to Fort Bend County's needs to complete transition to outsourced maintenance in 20 days.

12.6 The Responder must demonstrate that it has the corporate capability to supervise and monitor the program, ensuring satisfactory provision of services at the facility. The Responder must also demonstrate that it has the capability to provide specialized technical personnel as backup and supervision for those services.

For this contract, CGL offers direct access to CGL Engineering's Chief Executive Officer, Mr. Joe E. Lee, as well as the company's President, Mr. Dexter Stanphill. These two Principals have current and active working roles with Fort Bend County to ensure performance, quality and customer satisfaction for the jail expansion construction project. This experience transfers seamlessly to outsourced maintenance, and enhances the program by applying lessons learned during construction.

CGL's other Central Resources – Contract Manager, Quality Assurance Manager, Transition Team, Human Resources, CMMS Implementation, Project Management, Facility Planning and Assessment Services – are all included in CGL's proposal of services and are immediately available. CGL offers a more diverse range of in-house, centralized services than any other maintenance provider.

12.7 The Responder must identify any deviations from any requirements contained in the Request for Proposals.

We have no deviations from the RFP requirements.



SECTION 2 - MINIMUM REQUIREMENTS



12.8 *The Responder must have the ability to provide a quality reporting system.*

The key to providing cost-effective services is high employee utilization. Our maintenance program cross-trains employees so they can assist other trades when not working on trade-specific tasks. Our average employee utilization rate for all of our contracts, including more than 100 employees in the State of Georgia, is 85%.

CGL's preventive maintenance programs average less than \$2.00 per square foot – far below IFMA and BOMA averages. Our high utilization of staff allows us to develop programs that utilize the minimum amount of labor to perform all the necessary preventive and corrective maintenance effectively.

Our high staff utilization rate is also a function of our superior management and reporting organization. Our facility manager and chief engineer have direct experience organizing maintenance services in facilities similar to the Fort Bend County Jail. They both have seen the issues that may arise at the jail, but they have experience those situations from varying perspective and have the ability to bring new ideas to improve the processes and functions of the maintenance program

Our managers also understand how to collect and communicate important and valuable information necessary to the analysis of program progress. CGL prepares the following reports during the Transition Phase:

Report	Frequency
Preventive Maintenance	Monthly
Uncompleted maintenance	Monthly
Equipment History Cards	Monthly
Service Call Reports	Monthly
Completed Service Report	Monthly
Boiler Inspection Tickets	Annually
Elevator Inspection Tickets	Annually
Fire Alarm Test Results	Quarterly
Budget Report	Monthly
Security Reports	Monthly
Safety Reports	Monthly
Evaluation of Compliance	Quarterly

CGL can also generate custom reports defined during the Transition Phase:

- Monthly Management Report
- Weekly Operation Update
- ACA Monthly Accreditation Reports
- Monthly Financial Updates
- Equipment reports
- Purchasing reports
- Scheduling reports
- Statistical predictive maintenance reports
- Work request reports
- Work order reports
- Work order completion reports

Each report is designed to respond to a specific need or goal of Fort Bend County to provide necessary, measureable data and improve customer service.



SECTION 2 - MINIMUM REQUIREMENTS



12.9 The Responder must have support capabilities that include planning, project management and engineering support for the detention or correctional building type.

CGL Engineering, Inc. is much more than a mechanical contractor or a maintenance service provider. CGL provides a single source, turn-key solution for Criminal Justice Facility planning, design, engineering, energy and maintenance system needs. We deliver a systemized and proven approach to comprehensively manage and maintain an entire building operation.

CGL is the only Facility Maintenance Service provider in the United States that, under one roof, provides correctional planning, architectural design, security, and engineering support for facility modifications and operational changes. We are knowledgeable in every aspect of correctional facility design and construction, and provide unparalleled services to guarantee a facility's smooth operation and extended life.

CGL's experience as Program Manager during construction of the Fort Bend County jail expansion, our national and international knowledge of Criminal Justice Systems, our knowledge of Texas Jail Standards Commission regulations and ACA standards, and our awareness of local conditions combine to make a powerful tool for Fort Bend County. We fully understand the needs of Fort Bend County through our close relationship with County managers and Sheriff's Department officers.

When there are technical issues with Jail Facilities, our substantial "reach back" capabilities allow us to develop solutions for any issue that may arise. We supplement the services specified by Fort Bend County with complete knowledge of the design, construction, and operational plan of the Fort Bend County Jail. No other maintenance provider knows the County's jail facilities from so many perspectives like CGL. We are able to consider the jail's maintenance as a complete program, not a collection of tasks.



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2009

PRODUCER (770) 552-4225 FAX:
Ames and Gough
450 Northridge Parkway
Suite 102
Atlanta GA 30350

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Carter Goble Lee, LLC
CGL Engineering, LLC
11790 Northfall Lane, Suite 403
Alpharetta GA 30004

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mt. Hawley Ins Co	
INSURER B: Phoenix Insurance Company	
INSURER C: Hartford Fire Ins Co	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	MGL0155576	5/26/2009	5/26/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	BA5726N219	5/26/2009	5/26/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	MXL0368737	5/26/2009	5/26/2010	EACH OCCURRENCE \$ 9,000,000
		<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 9,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20WECJO6685	5/26/2009	5/26/2010	WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Professional Liability	RDP0100005	5/26/2009	5/26/2010	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Fort Bend County is named as an Additional Insured on the above referenced liability policies with the exception of Workers Compensation & Professional Liability. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

Fort Bend County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Joshua Howell/JOSH



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

QUESTIONNAIRE

Complete the following and include in submission of the proposal:

1. General Information

- a. Name of company/organization: CGL Engineering LLC
- b. Address of company/organization: _____
795 E. Lanier Ave., Fayetteville, GA 30214
- c. Type of business entity (corporation, partnership, sole proprietorship, etc.):
Corporation
- d. Place of incorporation (if applicable): Georgia
- e. Address of major offices/locations in the area, identifying the local branch office responsible for this project:

915 Front Street, Richmond, TX 77469

2. Qualifications/Experience

- a. Number of years experience in developing and conducting programs similar to that described in the specifications of this RFP: 16
- b. A listing of similar jail facility projects which were developed and conducted during the last three (3) years, a summary of the projects, outcome, contact reference, address, and telephone number. Use additional sheet (s) if necessary and attach.
Please see separate sheets, following this questionnaire.

- c. Financial statements regarding financial stability of company to include most recent balance sheet and income statement.
Please refer to Section 6 of this proposal.

- d. Attach resumes of proposed on-site contract managers, including cell phone and pager numbers.

3. Intention

- a. State on a separate attachment to this section of the proposal, referencing question 3a., why your organization believes its proposed services best meet the objectives of Fort Bend County Facilities and Property Management.
- b. State on a separate attachment to this section of the proposal, referencing question 3b., any additional features, aspects, or advantages of your company's products and/or services in any relevant area not covered elsewhere in your proposal.

4. Financial Stability

- a. Include a most recent balance statement sheet for your company.
- b. Include a most recent income statement sheet for your company.

Please refer to Section 6 of this proposal.

SECTION 4 QUESTIONNAIRE RESPONSES



2.b. A listing of similar jail facility projects which were developed and conducted during the last three (3) years, a summary of the projects, outcome, contact reference, address, and telephone number. Use additional sheet (s) if necessary and attach.

Project Name	Jail Maintenance Services for the Clayton County (GA) Justice Center
Project Summary	Maintenance and Engineering for all aspects of the 727,000 sq. ft. justice center, including preventive maintenance, corrective maintenance, budget planning, emergency management and energy planning and management
Client name	Crandall Bray, Former Chairman, Clayton County Board of Commissioners
Address	671 Forest Parkway Forest Park, GA 30297
Telephone number	(678) 414-3748 (cell) or (404) 366-0004
Email address	crandlebray@yahoo.com
Project Name	Jail Maintenance Services for the Franklin County (PA) Jail Center
Project Summary	Maintenance and Engineering of 480 bed jail
Client name	John Wetzel, Warden, Franklin County (PA) Jail
Address	625 Franklin Farm Lane Chambersburg, PA 17201
Telephone number	(717) 264-9513
Email address	jewetzel@co.franklin.pa.us
Project Name	Comprehensive Maintenance Services for Georgia Department of Juvenile Justice Youth Centers and Campuses
Project Summary	Maintenance and Engineering of 30 juvenile correctional facilities across the State of Georgia (1.9 million sq. ft.; more than 200 individual buildings)
Client name	Ed Cook, Director of Engineering and Construction Services, Georgia Department of Juvenile Justice
Address	3408 Covington Hwy. Decatur, GA 30032
Telephone number	(404) 508-6599
Email address	edwardcook@djj.state.ga.us
Project Name	Maintenance Services for the Virginia Department of Corrections
Project Summary	Maintenance and Engineering of Green Rock Correctional Center, a 1,200 bed prison, for the Virginia Department of Corrections
Client name	Gene Johnson, Director, Virginia Department of Corrections
Address	6900 Atmore Dr Richmond, VA 23225
Telephone number	(804) 674-3308
Email address	Gene.Johnson@vadoc.virginia.gov





SECTION 4 – QUESTIONNAIRE RESPONSES

2.d. Attach resumes of proposed on-site contract managers, including cell phone and pager numbers.

The resumes of key staff follow in this section.





JOE E. LEE, PE

PRINCIPAL-IN-CHARGE

Specialty
 Planning, Design,
 Construction and
 Maintenance of Public
 Facilities

Years of Experience
 With CGL Since: 1993
 Years With Other Firms: 14

Education
 Bachelor of Science,
 Civil Engineering
 Auburn University

Professional Memberships
 American Correctional
 Association
 American Jail Association
 Project Management
 Institute
 National Association of
 State Facilities
 Administration
 National Society of
 Professional Engineers
 International Facility
 Management Association
 American Society of Civil
 Engineers

As Managing Member of Carter Goble Lee, LLC and CGL Engineering LLC Mr. Lee is committed to providing services resulting in facilities that provide the greatest value for each client. Mr. Lee has focused exclusively on the planning, design, construction and maintenance of public facilities, for over 25 years. He has provided quality management as Project Director, Project Manager, or Quality Control Manager on a variety of projects throughout the country ranging in size from \$5 million to \$120 million. Mr. Lee has participated in over \$3.5 billion (in construction costs) worth of public facility projects in 40 states and the Commonwealth of Puerto Rico. In Georgia, he has participated in projects in over 30 Counties. Mr. Lee currently serves as the Project Executive for the Fort Bend County Jail Expansion, scheduled for completion in July 2009.

Mr. Lee has a remarkable track record for economical delivery of projects within abbreviated schedules without sacrificing efficiency or quality. Under Mr. Lee's direction as Project Director on the \$119 million Harold R. Banke Justice Center in Clayton County, Georgia, one of the largest justice centers in the country, the massive project was designed and constructed with 28 months and is currently recognized nationally for its operationally efficient design. While with another firm, Mr. Lee was responsible for all cost control and budget containment activities on various projects for the State of Georgia involving the design and construction of nine new prisons totaling over \$180 million. To date, his efforts have saved the State more than \$20 million.

Of significant note, Mr. Lee founded a maintenance delivery system that is currently being implemented in over 4 million square feet of detention space. Recognizing the need to provide clients with a long-term solution to their maintenance needs, this proven service delivery has already saved clients thousands of dollars in annual operating costs. Mr. Lee's experience in all aspects of facility planning, design, construction and maintenance makes him uniquely qualified to manage a variety of projects.

RELEVANT EXPERIENCE

Correctional Maintenance

- Established the first correctional contract maintenance service delivery model
- District of Columbia Central Detention Facility
- Virginia Department of Corrections Green Rock Correctional Facility
- Clayton County GA Lovejoy Jail
- Georgia DOC Metro State Prison
- DeKalb County, GA, Jail – 3,000 beds
- Harris County, TX, Jail – 750,000 sq. ft.
- Georgia Department of Juvenile Justice – 30 facilities
- Clayton County, GA, Justice Center – 726,000 sq. ft.
- Franklin County, PA, Prison – 480 beds
- Corrections Maintenance Plan for the Commonwealth of Puerto Rico
- Fulton County, GA, Jail – 550,000 sq. ft.

Project Director or Manager

- Clayton County \$122 million SPLOST Program, Jonesboro, GA (included the Harold R. Banke Justice Center, Historic Courthouse Renovation and Existing Jail Renovation) – Planning, Project Management, Energy Plant Maintenance
- Muscogee Youth Development Campus, Columbus, GA - Project Management

Turn-Key Jail Maintenance, Repair and Replacement Services
FORT BEND COUNTY JAIL AND FACILITIES



- Maui Community Correctional Center, Maui, HI
- Franklin County Jail, Chambersburg, PA
- New Hanover Co. Jail, Wilmington, NC
- 2 Peachtree St Annex Renovation for GA State University
- Georgia Department of Juvenile Justice (four juvenile detention centers)
- Rome, Augusta, Macon and Crisp County Georgia
- Glynn County, GA \$50M SPLOST Program – Project Director (Included two courthouse renovations, new fire stations, public health facility, various water/sewer projects)
- Clayton Co. Police Headquarters & E911 Center, Jonesboro, GA
- Jonesboro Senior Center, Jonesboro, GA
- Clayton County, GA Aquatic Center
- Barrow County Jail Site Analysis and Master Plan, Winder, GA
- Troup County Correctional Institute, LaGrange, GA
- Carroll County Jail Complex, Carrollton, GA
- GA Department of Corrections Medium/Close Security Facility
- Statewide Prison Upgrade and Expansion Program
- Blount County Jail and Justice Facility, Maryville, TN - Program Management*
- DeKalb County Sheriff's Headquarters and Jail, Decatur, GA - Design and Facility Maintenance*
- Glynn County SPLOST Program, Brunswick, GA*
- Ventura County Jail Study, Ventura, CA*
- Commonwealth of Puerto Rico Administration of Corrections – Security

Design and Construction Management *

- Marion County Juvenile Detention Center, Indianapolis, IN
- San Fernando Juvenile Needs Assessment and Master Plan, Los Angeles, CA*
- Central Georgia Regional Jail, Houston, Dooly and Pulaski Counties - Planning*
- Project Manager for Design and Construction
- Coweta County Sheriff's Administration and Jail Facility, Newnan, GA
- U.S. Navy Brigs, Charleston, SC and Miramar, CA*
- West Valley Detention Center, San Bernardino, CA*
- Missouri Diagnostic Center, Fulton, MO*
- Forsyth County Law Enforcement and Detention Center, Winston-Salem, NC*
- City of Dothan Law Enforcement Center, Dothan, AL*

Project Manager/Quality Control

- Mitchell County Correctional Institute, GA*
- Tattnall Co. Correctional Institute, GA*
- Dooly County Correctional Institute, GA*
- Johnson County Correctional Institute, GA*
- Washington County Correctional Institute, GA*
- Calhoun County Correctional Institute, GA*
- Wilcox County Correctional Institute, GA*
- Cobb County Adult Detention Facility, Marietta, GA - Security Consultant/Program Management *

* indicates project experience with other firms



DEXTER STANPHILL

CONTRACT MANAGER/PROGRAM DIRECTOR

Specialty
Facility Engineering,
Maintenance and
Management

Mr. Stanphill's experience sets him apart in field of correctional facility engineering, construction, maintenance, and management. Mr. Stanphill has been responsible for more than 15 million sq. ft. and 50,000 inmate beds, and centralized maintenance activities in more than 300 correctional facilities.

Years of Experience
With CGL Since: 1998
Years with Other Firms: 25

Mr. Stanphill's knowledge and expertise in maintenance and engineering has been recognized nationally. He has served on the Board of Directors for the Construction and Maintenance Institute for Criminal Justice Agencies (CMI), setting direction for state agencies on:

Education
Bachelor of Science
Civil Engineering
University of Tennessee

- Methods for maintenance organizations to manage vendors
- Gather and standardize information related to correctional maintenance and construction issues
- Methods for writing requests for proposals
- Centralizing resources for state correctional agencies
- Disseminating information to corrections agencies

Professional Memberships
Construction and
Maintenance Institute
National Association of
State Facility Administrators
American Correctional
Association

Additionally, Mr. Stanphill is a member of National Association of State Facility Administrators NASFA. In 2002 and 2005, he addressed state engineers and architects for all 50 states, discussing maintenance system delivery and privatized maintenance, as the NASFA convention featured speaker.

RELEVANT EXPERIENCE

Mr. Stanphill has more than 30 years experience with multiple discipline engineering, construction, and maintenance projects. Prior to CGL, Mr. Stanphill was the Director of Engineering and Construction at the Georgia Department of Corrections where he oversaw:

- Centralizing maintenance for 30 prisons
- Centralized maintenance functions for two state correctional agencies (GaDOC and Ga. Department of Juvenile Justice)
- Design, Construction, Commissioning and Transition of all new DOC facilities
- Renovations of existing facilities and major systems and equipment upgrades and/or replacements
- Electronic perimeter security systems installation and maintenance
- All environmental and safety issues (asbestos, lead paint, hazardous materials, etc.)
- WWTP design, construction and operation, as well as upgrades to existing plants
- An annual budget of \$84 million
- Construction of approximately 5,500 "Fast Track" beds, located at nine state prison site.

Mr. Stanphill's responsibilities with CGL include:

- Transitioning 33 correctional facilities to outsourced maintenance, including CMMS implementation
- Design review for maintainability, constructability and energy efficiency for all CGL projects (approximately \$400 million per year in construction value)
- Manages all maintenance contracts (more than 2 million sq. ft.)
- Quality Control for all engineering and maintenance contracts
- Client satisfaction for all engineering and maintenance contracts





DEXTER STANPHILL

Mr. Stanphill's representative project experience includes:

- Manages the "first ever" Guaranteed Energy Cost for the 2,000+ bed, 726,000 square foot Clayton County Justice Center
- Managing the maintenance program for the District of Columbia's Central Detention Facility
- Managing the maintenance program for the Virginia Department of Corrections' Green Rock Correctional Center
- Commissioning for the 2,000+ bed, 726,000 square foot Clayton County Justice Center
- Project Director for the 1.7 million sq. ft. maintenance program with the Georgia Department of Juvenile Justice
- Complete Commissioning services for:
 - Five Georgia DJJ detention centers in Rome, Augusta, Macon, Cordele and Columbus, Ga.
 - Clayton County Justice Center
 - Carroll County Detention Center
 - Franklin County (Pa.) Prison
 - Troup County Detention Center
 - Georgia State Prisons, including:
 - Hancock State Prison
 - Wilcox State Prison
 - Dooley State Prison
 - Calhoun State Prison
 - Autrey State Prison
 - Macon State Prison
- Smith State Prison
- Pulaski State Prison
- Lee State Prison
- Coastal State Prison
- Augusta State Medical Prison





STEVEN D. OHM

FACILITY MANAGER

Specialty
Criminal Justice
Construction and Operation

Years of Experience
With CGL Since: 2000
Years With Other Firms: 27

Education
Construction Management
& Technical Mathematics,
Northern Virginia
Community College

Professional Memberships
National Institute for
Certifications in Engineering
Technologies; NICET -
Level IV Senior Engineering
Technician, American
Correctional Association,
American Jail Association

Steve Ohm is a career construction and project management specialist who has specialized in correctional and court facilities construction projects since starting with CGA Management Services, Inc. in 1990. His first correctional project work was in 1976 as an assistant superintendent for the construction of the Fairfax Virginia Adult Detention Center. Since beginning in construction management in 1973 Steve has worked for four constructors and two construction/program management firms on 18 major construction projects.

He has managed construction projects from Georgia to New York along with South Carolina, North Carolina, Virginia, the District of Columbia and Texas. In May of 1999 Steve began working as a consultant with CGL to assist Ontario County, New York, to develop a new 300-bed adult detention facility. His most recent experience is Program and Project management of the Franklin County, Pa., 1,200 bed jail construction project and project manager for the 880 bed, 8-story jail addition in Fort Bend County, Texas.

General Responsibilities

- Act as on-site owner's representative in all aspects of construction.
 - Observe contractor to assure quality control.
 - Conduct weekly progress meetings with General Contractor, Architect, and Owner. Produce meeting minutes.
 - Review monthly pay applications from Contractor and participate in consensus approval with Architect and Owner.
 - Review and recommend disposition of Contractor cost and time extension proposals.
 - Oversee all aspects of security systems design and installation.
 - Participate in security systems checkout and verify compliance with design intent.
 - Work with Owner's transition team to assist in developing operational procedures of new facility.
- Provide communications channel for project information.
 - Aid in review of Contractor submittals to assure compliance with documents.
 - Provide interpretation and clarification of documents for Owner and user.
 - Participate in construction schedule development and review with Owner.

Experience as On-Site Manager

- Franklin County Prison, Chambersburg, Pa.
- Arlington County Courthouse, Arlington Va.
- Arlington County Detention Center, Arlington Va.
- Columbia County Detention Center, Appling Ga.
- Richland County Detention Center, Columbia S.C.
- Orange County Correctional Facility, Goshen N.Y.
- Orange County Courthouse, Goshen, N.Y.
- Ontario County Jail, Canandaigua N.Y.



OTHER RELEVANT EXPERIENCE

Tiber Construction Company, 1981-1989

Project Superintendent responsible for contacting, scheduling, and supervising subcontractor activities; coordination with architect and engineers; participating in progress meetings and acting as company representative with owner; participating in shop drawing and plan reviews and ensuring safety on project.

Projects:

- Torpedo Factory Building 10 - Alexandria, Virginia
- Cascades I, II, and IV - Reston, Virginia
- Columbia Hospital Professional Building - Washington, DC
- 401 Hungerford Drive - Rockville, Maryland
- Farm Credit Administration - McLean, Virginia
- Army Times/Journal Newspaper - McLean, Virginia

Fletcher Construction Company, 1979-1981

Assistant Superintendent/Superintendent at the Alexandria Sewage Treatment Plant, Alexandria, Va.

Jack Bays Construction Company, 1979

Superintendent of Fruit Growers Express, Alexandria, Va.

Equitable Construction Company, 1973-1979

Layout Engineer/Assistant Superintendent

Projects:

- McLean House - McLean, Virginia
- Fairfax Adult Detention Center - Fairfax, Virginia
- Georgetown University Village "A" - Washington, Virginia



RANDY KINSLEY

CHIEF ENGINEER

Specialty
 Correctional Facility
 Maintenance

Years of Experience
 With CGL Since: 2007
 Years With Other Firms: 29

Education
 Virginia Commonwealth
 University; Electrical
 Technician Diploma

Professional Licenses
 Washington, D.C.
 Journeyman Electrician

Mr. Kinsley currently serves the CGL's Facility Manager for the District of Columbia's Central Detention Facility. As Facility Director, he oversees all preventive and corrective maintenance for the 500,000+ square foot facility. He manages a staff of 18 technicians and coordinates all subcontractor work. He also coordinates and prepares all reports for the District of Columbia Council, the D.C. Department of Corrections and other necessary reports. He is keenly aware of all necessary requirements of maintenance in the CDF and the methods of directing staff to meet those needs.

Mr. Kinsley also directed Operations and Finances of six full service hotels in the Washington D.C. area, including maintenance, renovations, project management, kitchens, restaurants, mechanical plants, waste management, communications, energy conservation and asset protection. Mr. Kinsley has 26 years of experience in the building trades/construction and facilities management.

Mr. Kinsley was recognized in the Washington Post in 2001 for having the most energy efficient hotel in the Washington D.C. area, the J.W. Marriot Hotel. He controlled and maintained an annual budget of \$1.2 million in operating expenses and capital expenditure projects of \$5 to \$10 million. His administrative skills include performing associate evaluations and documenting training for 45 employees.

Mr. Kinsley has direct experience managing building support systems such as telecommunications, LAN network, IT support, security and emergency planning. As an executive level Director he has skills in interdepartmental cooperation/planning and is a known leader dealing with diverse constituencies to take care of the customer.

Mr. Kinsley has more than two years of experience teaching building trade school Electrical/Mechanical evening classes for State License exams. He has great success using local marketing brand power in gaining the best possible cost savings in purchasing and utilities.

RELEVANT EXPERIENCE

Director of Operations, Mclean Hilton Hotel

Responsibilities included annual budget and control of the day to day operations of the Engineering/Maintenance and Security departments. Planning R&M projects and facility up-grades. Project Management of all renovations from the required bid procedures to sending out the bid letters, awarding the contracts and managing the project as well as working with the designers and ordering the FF&E. He championed the Preventive Maintenance of all building equipment and assign the annual contracts on the major mechanical equipment. He was responsible for all required documents pertaining to audits conducted by the corporate office and County inspections division.

Senior Maintenance Manager, Avalon Bay Inc.

Maintenance and repairs of all Electrical/Mechanical equipment; service ticket response; troubleshooting and repairs on Boilers, Chillers, Cooling Towers. Exterior and Interior building equipment PM's, Emergency power, Switch Gem, HVAC repairs. Motor control, Distribution centers, HVAC controls, Rooftop units, Fan coil units. Installation of new circuits, Plumbing repairs, Appliance repairs and Apt. turns.

Director of Engineering, Sofitel at Lafayette Square

Mr. Kinsley was given this tremendous opportunity to open this four star luxury hotel in the downtown district of Washington D.C., one block from The White House. This facility is complete with the newest technology in building systems. With its French design and corporate office based in Paris, this was a rare opportunity to be the first to set up the department's policies and procedures and hire the new staff. Working through the pre-opening with contractors and suppliers and completing the budget for the first year and the capital budget for the following year.



RANDY KINSLEY



Chief Engineer, J.W. Marriott Hotel

Mr. Kinsley was hired as an electrical supervisor and after six years was promoted to Assistant Chief Engineer and then after two years promoted to Chief Engineer. He managed file operations, coordinated a staff of 21 building engineers, and was project manager of renovations and building up-grades. He had great success with generating revenues of electrical service by taking a system already in place and redefining it, this is now used at other Marriott properties.

Electrical Superintendent, Baker Electric

Mr. Kinsley was responsible for the new construction of a large Class A building. This was a new building from the ground up. From the duct bank and setting the transformers to setting the service and sub-panels, he was responsible for the entire electrical install and the daily progress of the job.

Electrician, Halifax Engineering, Inc.

During this time Mr. Kinsley worked out of Local 99 as an Electrician for two companies. He worked at the Pentagon, Navy Amex buildings and the H.H.S. complex in downtown D.C. Responsibilities were electrical service and repairs. Preventive maintenance on major mechanical equipment and fire alarm systems.

Electrician, Marvin C. Cowherd Electrical Contractor

Mr. Kinsley started as a helper and served a four year Apprenticeship while going to school at night. He ran a service truck for 10 years doing Commercial and Residential service, including trouble shooting, exterior lighting, building power systems, fire alarm, switch gear, motor control centers, heavy-ups, and new circuit installation. He also worked on many commercial sites, running conduit, setting services and installing lighting and power circuits. He completed his apprenticeship and took the tests required for my electrical licenses in Virginia and Washington D.C.



SECTION 4 – QUESTIONNAIRE RESPONSES



3.a. State on a separate attachment to this section of the proposal, referencing question 3a., why your organization believes its proposed services best meet the objectives of Fort Bend County Facilities and Property Management.

The CGL Companies are the only Facility Maintenance Service providers that combine Criminal Justice Planning, Design and Project Management with Maintenance Services in one family of companies. We started the concept of specialized maintenance services specifically for jails in 1993, and we continue to improve upon our service delivery. For example, any reoccurring technical issue can be compared with 50 other correctional facilities we maintain to find or develop a solution. Our services are totally focused on jails and therefore offer a knowledge base that is in harmony with the operation of the Jail.

CGL Engineering LLC is much more than a mechanical contractor or a maintenance service provider. CGL provides a single source, turn-key solution for Criminal Justice Facility planning, design, engineering, energy and maintenance system needs. We deliver a systemized and proven approach to comprehensively manage and maintain an entire building operation.

CGL's national and international knowledge of Criminal Justice Systems and our awareness of local conditions and familiarity with the Texas Jail Commission Standards combine to make a powerful tool for Fort Bend County. We fully understand Fort Bend County's expectation that the facilities meet and exceed Texas Jail Commission Standards.

The values and culture of CGL dictate a need to go beyond our customers' needs and expectations. Our approach takes into account both the operational needs of the user, the technical needs of the building and the Standards set forth by the Texas Jail Commission. We keep facility equipment and engineering systems in optimum condition, improving performance, guaranteeing a better functioning building and providing substantial reductions in annual maintenance and energy costs. As an added benefit, Texas Licensing Law includes a reciprocal agreement with the State of Georgia for licensing, allowing our current staff to support our Texas staff.

When there are technical issues with Jail Facilities, our substantial "reach back" capabilities allow us to develop solutions for any issue that may arise. We supplement the services specified by Fort Bend County with a complete knowledge of the design, construction, maintenance and operation of correctional facilities. We are able to consider Fort Bend County Jail maintenance as a complete program, not a collection of tasks. Our comprehensive contract maintenance program allows you to concentrate on one thing only – your core business.

CGL is the best team to provide Turn-Key Maintenance, Repair and Replacement Services of Jail Facilities for Fort Bend County because:

- We served as Program Manager during construction of the Fort Bend County Jail Expansion and understand the facility operations better than any other maintenance provider
- We provided planning for the long-term success of Fort Bend County jail facilities, and we understand the needs and goals of Fort Bend County
- We developed the concept of contract maintenance in corrections environments
- We have the most experienced staff and leadership in the Corrections Industry
- We put the best staff on the job, including firm Principals and Executives
- We approach maintenance with the capabilities of not only a maintenance provider, but also of jail planners, designers, builders and managers
- We take a complete approach to facility maintenance, considering the entire program and not just jobs to be done
- We are focused on the service we can provide to guarantee Fort Bend County's satisfaction
- We will always do the right thing for Fort Bend County



SECTION 4 – QUESTIONNAIRE RESPONSES



3.b. State on a separate attachment to this section of the proposal, referencing question 3b., any additional features, aspects, or advantages of your company's products and/or services in any relevant area not covered elsewhere in your proposal.

Advantage: Fort Bend County

CGL Engineering LLC is the largest outsourced maintenance provider for Criminal Justice Facilities in the Country. While size is not a determining factor, our experience with 50 other similar facilities provides a higher level of service than those companies with less criminal justice experience. Our Principals have extensive experience in the actual operation of Jails and Prisons as well as professional registrations that ensure quality service.

CGL was founded to provide specialized Planning, Design, Construction Management and Engineering & Maintenance Services to local governments, especially counties, as an extension of Government Staff. CGL's services differ by recognizing each County project is a *long term* investment of tax dollars in infrastructure or buildings intended to last a lifetime. For example, Agencies who have used the full range of CGL's planning, program management and maintenance services experience energy and maintenance cost more than 20% below like or similar facilities.

CGL began working with Fort Bend County in 2004, performing a study of the then jail facilities and operations. CGL then provided Architectural Programming services for the Fort Bend County Jail Expansion, and was eventually hired to be the Program Manager to represent the County's interest during construction of the jail expansion. There is no firm that offers facility maintenance services with the existing knowledge and experience in the Fort Bend County jail. CGL is able to use that knowledge to quickly transfer the facilities to outsourced maintenance and plan for the long-term success of the buildings.

Our demonstrated ability to assist Fort Bend County from idea inception through realization and beyond sets CGL apart and gives Fort Bend County a unique advantage. Our detailed knowledge of Fort Bend County's Jail Operations Plan and construction implementation gives us unparalleled ability to address issues and meet objectives.

CGL also continues to dedicate the resources of its Principals and Executives to Fort Bend County. Mr. Joe Lee, the Project Executive for Program Management for Fort Bend County, also serves as the Principal-in-Charge for Fort Bend County maintenance. The Program Director, Mr. Stanphill provided design reviews for maintenance and equipment during the construction of the jail expansion. Together, these two leaders of CGL Engineering have more than 60 years of combined experience with local detention systems. Mr. Lee also founded the first maintenance company solely dedicated to maintaining correctional facilities, and Mr. Stanphill was the director of a State agency responsible for correctional system facility maintenance (Georgia Department of Corrections).

Our specific history with the planning, design and construction of Fort Bend County's new jail expansion gives our maintenance technicians an advantage over others who only know maintenance. We can provide Fort Bend County more complete services with a broader understanding of the County's needs and long-term corrections system goals.

The CGL Family offers unmatched understanding of and support for criminal justice systems, ensuring specific goals are never misinterpreted throughout all phases of project development. Our existing relationship with Fort Bend County cannot be duplicated.

"Reach Back" Capability

CGL Engineering LLC is only one of four companies that make up the Carter Goble Lee Companies, a group founded to improve the process of planning, designing, constructing, staffing and maintaining public justice facilities and prisons. The unique combination of professional disciplines within the CGL Family gives our clients a single point of contact from project inception through its completion, allowing us to "reach back" to our other services for better customer care and assurance of quality facility management.



SECTION 4 – QUESTIONNAIRE RESPONSES



Carter Goble Associates, Inc. Comprehensive Planning

Carter Goble Associates, Inc. offers a planning approach to guide a client through the complex decision-making process of planning, designing, construction and occupying new and/or renovated facilities. Since each client's needs are unique, the comprehensive array of planning services available can be applied totally or selectively in the development of flexible, cohesive and realistic plans.

While a major result of the planning effort is often a constructed facility, CGL's planning approach embraces the functional aspects of system components to systematically define need, resources, and solutions in a manner that permits accountability at all levels of decision-making. The work throughout this planning process is conducting in partnership with clients to:

- Determine needs in terms of services, personnel, programs and facilities.
- Organize consensus of governmental, administrative, and public stakeholders.
- Define choices that are both attainable and consistent with established system goals and objectives.
- Establish direction upon which to base sound design solutions that maximize operational efficiency and effectiveness.
- Develop strategies to enhance ongoing system growth management capabilities and process.

CGL understands that government leaders and authorities have a continuing need to face and address new challenges that are dictated by developing requirements and constant change. It is the focus and recognized specialty of CGL – as has been evidenced throughout the firm's history – to support that need.

CGA Facilities Services, Inc. Architectural Design

CGA Facilities Services, Inc. is an architectural design company specializing in the design of corrections, judicial and government environments. CGA Facilities uses a thorough understanding of the implications and impact of facility operation philosophies, products, systems, and methods of construction to design better justice and correctional facilities. CGA Facilities provides clear, accurate, and complete plans, drawings, and specifications. As the project continues through construction, CGA Facilities is there to help contractors resolve technical issues and provide approvals without delay.

CGA Facilities develops innovative concepts for physical environments that result in dynamic and creative, yet practical and sound facilities. CGL's range of design services includes:

- Space Planning and Design Options
- Adjacency Diagrams
- Circulation Patterns
- Program Review
- Detailed Floor Layouts
- Project Schedule
- Construction Budget and Cost Estimates
- Specification Documents
- Mechanical/Electrical Systems and Materials
- Bid Assistance and Negotiation
- Construction Contracts and Approval Documents
- Site Visits/Site Representation
- Payment Applications Review and Certification
- Change Orders/Construction Change Directives



SECTION 4 – QUESTIONNAIRE RESPONSES



Carter Goble Lee, LLC Program and Construction Management

Carter Goble Lee, LLC offers clients the most convenient, cost effective and reliable means to achieve a quality building program. Serving as the owner's staff extension, advocate, and project manager, CGL assumes responsibility for successful project completion. CGL's program management services encompass all phases of construction (embracing the planning process, design oversight, construction budgeting and scheduling) and include assisting with public meetings, building commissioning, move-in, and long-term facility maintenance.

CGL is recognized for:

- Managing both large and small projects and multiple building programs for government agencies.
- Developing and successfully applying design guidance, cost controls, schedule, and quality management techniques.
- Utilizing the most innovative program management software systems to provide clients, and the entire team, with 24-hour accessible project information.

CGL, LLC combines a dedicated personal commitment and involvement with proven technical methods. Resident project managers build strong relationships in every community and project site to become part of that community and its government.



SECTION 5 APPROACH TO MAINTENANCE SERVICE DELIVERY



INTRODUCTION

CGL Engineering's unique approach to providing facility maintenance and engineering services provides efficiency and adds life to buildings, especially when applied during the construction cycle – as is the opportunity in Fort Bend County. Application of CGL's process results in long-term cost saving, increased building reliability and energy efficiency, and added value to the County and, by extension, the public. CGL's approach includes:

- Preventive Maintenance
- Predictive Maintenance
- Vandalism Control
- Efficient Repairs
- Accountability/Tracking/Reporting/Budgeting

CGL begins with a specific understanding of the Fort Bend County detention system. Since 2004, CGL has provided services to analyze, improve and expand the County's criminal justice facilities. Our maintenance professionals have worked closely with the County and the Sheriffs to determine a baseline for successful jail maintenance operation to ensure the County receives outstanding service without security risk. We understand Fort Bend County's needs from the operational perspective, as it pertains to facility maintenance.

CGL begins by transitioning the facility from construction to occupation by providing a maintenance program that meets the goals we helped Fort Bend County define during the planning, programming and construction processes. Having worked with Fort Bend County for the past five years, we have developed reviewable and achievable objectives for maintenance and operation including:

- Ensuring that Fort Bend County protects the extensive investment it has made in its Jail Expansion, any future expansions, and other facilities.
- Providing a reliable and safe environment for the County staff, Sheriff's staff, visitors and other users.
- Providing efficient and effective building management through timely and responsive technical services and data collection.
- Developing short and long term property and capital asset management plans for the Fort Bend County Jail.
- Extending the life of both new and existing facilities so they serve Fort Bend County in future decades as well as when first opened.

Advantages of CGL's Program

CGL integrates its maintenance services into a useful tool for Fort Bend County, resulting in increased services, better building performance, and reduced costs. CGL's program provides additional advantages and services beyond those provided by a typical facility maintenance company:

Service	Part of CGL's Base Services
Energy Plan	Developed with County & Energy Providers
Development and Implementation of Policy and Procedure Manual	Yes
Vandalism Control Program	Yes
Recycling Program	Yes
CMMS Implementation and Utilization	Yes
Design Services for Remedial Work	Yes
Continuous Value Engineering	Yes
Energy Management Program	Yes
Annual Budget Plans	Yes
Equipment Tagging with Bar Code	Yes



SECTION 5 - MAINTENANCE SERVICE DELIVERY



As the facilities maintenance provider, CGL's objective is to be the sole source of responsibility to Fort Bend County for all operational needs at the Jail. CGL delivers highly technical services in a responsive and cost effective manner that enhances Fort Bend County's ability to manage the facility and keep it in pristine condition.

CGL utilizes several tools to accomplish these objectives, including a carefully structured service delivery approach and proven reporting methods. CGL's unique system employs the proven experience of criminal justice maintenance experts, such as the former director of Facility Maintenance for the Georgia Department of Corrections. CGL's management has more than 70 combined years of correctional maintenance experience.

CGL understands that all activities are designed to support the operation of the facility, including:

- Day-to-day and long-term planning to coordinate with Fort Bend County's operations, plans, and procedures
- Operating and maintaining all the physical facilities
- Coordinating the Maintenance and Support functions into the operation
- Maintaining record documents, i.e., drawings, specifications, as-built drawings, management of storage and stock control
- Procurement of spare parts and supplies

The key elements of CGL's maintenance program have been tested to provide outstanding results for numerous and varied clients. The program does not focus on just the equipment and the systems of the buildings, but actually serves as a management and cost control tool for Fort Bend County.

CGL is able to accomplish this by focusing on standardizing the service attitude and utilizing the "in-house" technical and operational knowledge of its management team.

FACILITY COMMISSIONING

Fort Bend County has the unique opportunity to involve an outsourced maintenance provider during the construction phase and equipment installation. CGL's Program Management and Maintenance staff has already assisted with construction, providing input on the placement, position and construction enclosures of equipment to ensure optimal conditions during facility operation. CGL's construction experts have reviewed designs related to maintenance performance to ensure the facility is designed and built to be maintained and upgraded.

Equipment Bar Coding and Verification

The fastest and best way for the On-Site Team to become familiar with the Fort Bend County Jail and its systems is to immediately begin tagging and bar coding equipment and initiating inspections.

During Phase I Start-Up, CGL will verify that all equipment in the facility is tagged for proper identification. CGL will then compile profiles for each piece of equipment, including serial numbers, make, model, manufacturer, voltage, etc. A Computerized Maintenance Management System (CMMS) may include the ability to bar code the equipment, which allows for quick and accurate identification of equipment.

Using the bar code system, technicians can quickly scan information, such as parts used, technician ID, equipment repaired, time spent, and repairs accomplished. This data is transferred into the CMMS maintenance files where the history of all maintenance activities is kept. Ongoing renovation work is also included in the database so warranty information will be included.

The tagging process will allow the On-Site Team to gain an in-depth knowledge of the building and its equipment during construction. The On-Site Team will be responsible for tagging all equipment, with the Quality Team responsible for verification that each major piece of equipment has been tagged. Verification of tagging should take approximately one week.



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If, during commissioning and tagging, equipment does not operate as intended, needs to be replaced, or requires attention, Fort Bend County is notified in a Facility Condition Report separating any needed repairs into warranty work, repairs and capital expenditures (if necessary).

Start-Up Services

Complete documentation of all facility equipment is accomplished during the Start-Up Services Phase. Documenting facility equipment verifies current operating conditions to establish a base line for maintenance and a complete, continuous equipment history.

All equipment start-up and operating procedures are documented in the CMMS, with a printed and cataloged hard copy back-up. Current operating parameters are recorded in the CMMS database along with the equipment documentation to establish the equipments' histories.

Start-Up Services

HVAC Equipment	Electrical Equipment	Food Service & Laundry Equipment	Plumbing Equipment
Review and document installation of equipment	Review and document installation of equipment	Review and document installation of equipment	Review and document installation of equipment
Review set- up/start- up procedures	Review set- up/start- up procedures	Review set- up/start- up procedures	Review set- up/start- up procedures
Verify temperature controls set points	Confirm testing	Confirm testing,	Confirm testing
Document warranty items	Document warranty items	Document warranty items	Document Warranty Items
Perform deficiency survey	Perform deficiency survey	Perform deficiency survey	Perform Deficiency Survey

In the new and the existing facility, security equipment is the most critical aspect of the successful and safe management of inmates and staff. Therefore, CGL uses its extensive Correctional Experience and background to thoroughly inspect for the proper operation of the security equipment. The process of commissioning physical and electronic security equipment includes:



SECTION 5 - MAINTENANCE SERVICE DELIVERY



Security Start-Up Services

Electronic Security Controls	Security Locking & Security Pneumatic Systems	Fire Alarm & Reporting	Perimeter Security & Fencing
Review & Document Installation	Review & Document Installation	Review & Document Installation	Review & Document Installation
Verify Positive control and/or indication of each monitored security device	Verify Positive locking and/or indication of each monitored security device	Verify Positive indication of each monitored device	Verify Positive locking and/or indication of each monitored security device
Determine procedure for identifying and reporting error or alarm messages	Determine procedure for identifying and reporting error or alarm messages	Determine procedure for identifying and reporting error or alarm messages	Determine procedure for identifying and reporting error or alarm messages
Verify key control procedures for Central Control, Housing Control and Security equipment rooms	Verify key control procedures for all security locks		Verify key control procedures for perimeter gates
Document Warranty Items	Document Warranty Items	Document Warranty Items	Document Warranty Items

As the staff work through each space and each piece of equipment in the new jail, CGL performs its first contraband inspection to remove anything that could possibly be used as a weapon or to help make a weapon. The objective is to ensure all equipment operates properly and the spaces are clear of materials that could be used as contraband. The second and last contraband inspection occurs just before inmate arrival.

Warranty Follow-Up Services

During start-up services, CGL identifies all equipment under warranty and associated warranty issues that need follow-up. As the normal Preventive Maintenance and repair services occur over the warranty year, the maintenance staff identifies any issues for action, with documentation that clearly justifies the warranty items.

Warranty issues are documented in the CMMS. However, CGL offers a higher level of warranty documentation by virtue of our in-house Program and Construction Management Services.

The CMMS documents warranty issues in the equipment history and sends a work order to contact the Contractor. The CGL web based project management system, eProject, documents the communication between CGL and the Contractor and provides an electronic trail of communication until the warranty item is resolved. CGL's eProject offers:

- Secure, positive documentation of notification of each warranty item
- Secure web based document storage so contractors can access photographic documentation, drawings, correspondence, test data, etc., without having to access the jail's files or the CMMS files.
- Electronic notification if milestone deadlines or promise dates are missed or delinquent.



Ongoing Assessments and Reporting

Through the CMMS, the maintenance team can identify recurring equipment failures, warranty issues and recurring repairs for inclusion into the quality review process to determine a remedy. The remedy limits or eliminates the recurring repair.

This reporting system, based on Facility Commissioning and Start Up, is used to develop a plan for increased facility reliability and lower operating cost. By carefully analyzing the results of the survey and the continuing maintenance history of the facility, CGL can target areas for improvement.

Prior to budget requests for any given fiscal year, CGL Engineering will develop a Facility Condition Report. The Facility Condition Report will indicate any equipment that has failed, needs to be replaced, or requires attention. The Facility Condition Report will separate any needed repairs into repairs and capital expenditures (if necessary). Through the CMMS, the maintenance team shall identify any recurring problems, such as equipment failures and repairs caused by vandalism. These items are included in the quality review process to determine a remedy. The remedy limits or eliminates any recurring repair.

TRANSITION TO OCCUPANCY PHASE

The Transition Phase is one of the more intense and crucial periods of the maintenance program. The Transition Phase requires in-depth and constant communication with judicial, sheriff and jail staffs. Thorough communication provides comprehensive understanding of the most detailed needs of not only the building, but the people who work in, visit and occupy the facility, in order to customize the service delivery.

Normally, the objective of the Transition Phase is to put in place the systems and staff necessary to continue maintenance services in a seamless manner. CGL attends to the users' every need while moving into the Jail Expansion to ensure the building is ready to receive its other occupants, including inmates.

The resulting benefits provide reliable building operation at the time it is most needed.

The major tasks associated with the Transition Phase are:

- Organizational Plan
- CMMS Set-up and Implementation
 - Spare Parts/ Materials
 - Equipment Tagging
 - Deficiency Survey
- Policy and Procedures Manual
- Energy Management Plan
- Training
- Pre-testing the building for those moving in
- Assisting the detention staff with security and building system operation
- Procurement Plan
- Quality Assurance and Continuous Improvement
- Preventive Maintenance Program Implementation

Proper implementation of these tasks sets the direction for the success of the maintenance program. The deliverable of the Transition Phase is the installation of the systems and staff necessary to provide the quality maintenance services that Fort Bend County expects. Fort Bend County can then benefit from the facility's reliability and stable operation.

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ORGANIZATIONAL PLAN

Senior members of CGL's team meet with County officials to develop an organization and reporting plan. Each condition of reporting, communications and how assignments are made is developed so the maintenance contract answers all aspects of the County's needs. The issues of each user group are addressed in a timely and professional manner. Once the plan has been approved, the team follows the reporting structure to meet and exceed all definitions of the contract.

Start-up Staffing (Temporary and Supplemental)

CGL's experience transitioning 50 correctional facilities to maintenance services enables the development and execution of an exceptional, quality maintenance program. During the Transition Phase, CGL's most senior and experienced staff is assigned to the On-Site Team for management of the transition process.

CGL's Organizational Plan provides full preventive and corrective maintenance services for Fort Bend County as the result of a well developed and thorough Transition Plan.

CGL's technical staff will perform facility condition assessment and assist with operational start-up services:

- Dexter Stanphill, CGL President and former Director of Engineering for the Georgia DOC, manages the Fort Bend County Contract and Transition Phase Services
- Steve Ohm, Senior Project Manager and Facility Manager, will use the knowledge he gained as Project Manager during construction of the jail expansion to coordinate facility assessments and maintenance start-up, and will also establish the warranty follow up program
- Joe Lee, CGL CEO provides quality control and the development of policies and procedures
- Randy Kinsley, Chief Engineer, develops staffing plans and ensures preventive and predictive maintenance schedules meet benchmarks

CGL will hire maintenance professionals to assist in performing facility condition assessment and operational start-up services:

- HVAC Tech
- Plumber
- Building Mechanic
- Human Resources personnel to assist in start-up

Immediately upon notice of award, CGL will:

- Finalize staffing and complete all required drug and background testing.
- Procure all required equipment to include computers, radios and tools.
- Physically obtain equipment/manufacturer data to include serial number and model number and verify its input to the CMMS.
- Use the equipment information and the preventive maintenance work order requirements to develop a supplies and materials list. Additionally, CGL will use the CMMS to provide a list of predictive maintenance tasks to be performed in conjunction with the preventive maintenance schedule.
- Inventory existing supplies, materials, and spare parts and develop purchase orders for necessary items.
- Develop work orders for approved corrective repairs. The FMM will schedule repairs on a priority basis. Life safety and security work orders will be given the highest priority.
- Finalize a site-specific safety plan to include Materials Safety Data Sheets (MSDS).
- Develop site-specific procedure manuals, detailing shut-down and start-up of critical systems and equipment.
- Place lock-out and tag-out materials on all appropriate equipment.
- Put supplemental engineering and maintenance staff on-site during the first two weeks of the contract to assist in resolving equipment and system maintenance issues by identifying potential maintenance failures.
- Mobilize the necessary start-up staff to move as quickly as possible from reactive to proactive maintenance.



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CGL's Staff is available to start commissioning services immediately upon notice of award. Supplemental engineering and maintenance personnel will be immediately available to assist full time on site staff during start-up. CGL will immediately, upon notice of award, start the process for developing all required policy and procedure manuals to be finalized within the first 30 days of the contract.

WORKFORCE TO PERFORM MAINTENANCE OPERATIONS

In order to develop a comprehensive work plan for Fort Bend County Jail maintenance, it is essential to first define the necessary amount of labor needed to perform work according to the Scope of Services. Based on the County's requirements and our knowledge of the Fort Bend County Jail, CGL has developed a thoughtful, comprehensive staffing plan to perform all routine, urgent and remedial facility maintenance and repairs, 24/7 in the Jail and Administration Complex.

Part of our comprehensive maintenance plan considers our knowledge and awareness of critical system maintenance. We understand which systems are critical, which systems receive priority maintenance as well as the overall needs of these systems to maintain full compliance with the TJSC, the ACA and other regulatory agency requirements. Documentation of these critical system needs is essential to establish maintenance staff accountability and to collect appropriate data for comprehensive reporting and communications with Fort Bend County staff.

CGL's plan includes all supervisors, technical staff and inmate labor to meet the operational needs of the Jail and its staff. CGL provides 11 on-site staff – including managers, technicians and administrators – to provide all preventive and corrective maintenance for the Jail. The on-site staff is supported on a full-time basis by CGL's Corporate Staff, who have at their disposal the resources of 120 planners, architects, engineers, construction specialist and maintenance technicians whom are committed to providing services to the corrections industry.

Variations from the calculated workloads are managed by CGL's Facility Manager. For instance, if supplemental technicians are needed to handle on-the-fly required maintenance items identified by correctional officers during a shake-down, the Facility Manager works with jail staff to redeploy CGL staff and/or utilize subcontractors to complete work in a timely manner. Our staffing plan, with a primary team performing preventive maintenance and corrective maintenance during specific work hours, accounts for these types of workload variations to avoid shifting staff from their principal duties and to avoid added subcontractor costs.

We have applied Best Practices methods along with our knowledge of the American Correctional Association's Standards for Adult Correctional Institutions (4th Edition) to our staffing plan to meet the unscheduled maintenance needs of the facility. Our innovative staffing allows for a portion of our Primary Shift staff to concentrate on strictly preventive maintenance tasks while still meeting corrective maintenance required.

The CGL staffing plan is designed around specific guiding principles:

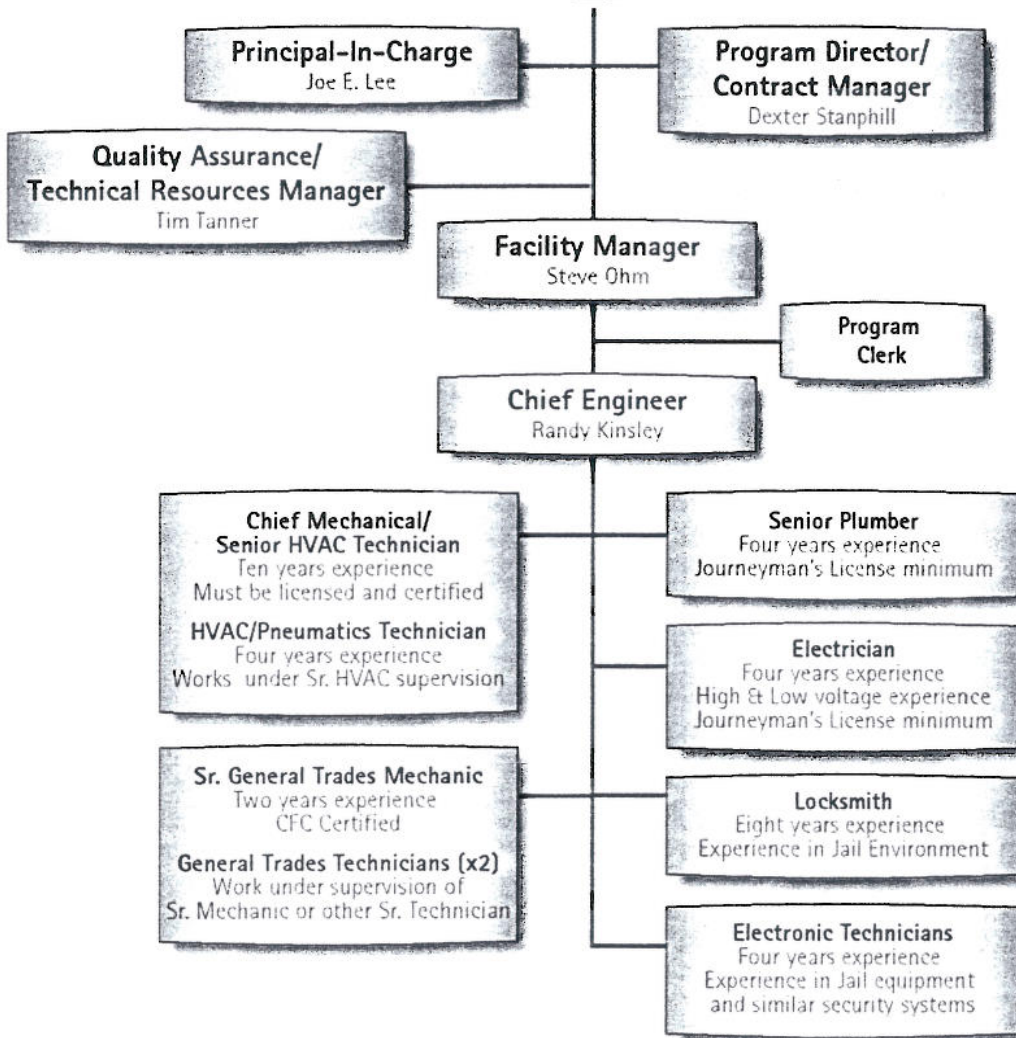
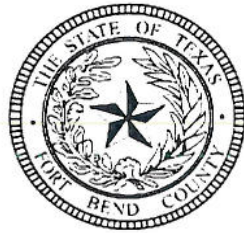
- Provide technical staff who have the capability to perform all preventive and corrective maintenance tasks
- Clearly define the responsibilities of the technical staff's daily duties for an understanding of their accountability to perform quality work
- Plan a maintenance system that collects and records thorough data for comprehensive communication and reporting capabilities for the owner
- Fully comply with the requirements of the RFP for staffing credentials
- Provide licensed and registered HVAC staff as required by Texas Licensing laws
- Provide licensed boiler contract staff and third party certifications as required by Texas Licensing laws
- Meet all response times and required performance benchmarks
- Provide direct access to owner and officers of the firm with the authority to direct the resources of the company, especially in emergency situations
- Provide the optimum technical expertise
- Ensure the work structure is responsive to the County's needs and provides complete confidence in maintenance operation



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PROJECT ORGANIZATION



Our program for Fort Bend County is made up of 11 full-time employees who work on-site at the Fort Bend County Jail to provide 24/7 coverage of the Jail Facility.

Our Proposed Organization also includes the Principal-in-Charge, the Program Director, the Contract Manager and a Quality Assurance/Technical Resource Manager. Fort Bend County has direct access to all of the program's Managers to improve the lines of communication and to offer Fort Bend County the best resources possible.

The On-Site Staff is set up achieve the highest utilization rate possible. Our technicians can perform preventive maintenance without displacing on-site jail staff who work during more normal business hours.





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WORK SCHEDULING

CGL has developed a work schedule to ensure technicians are on-site at the Fort Bend County Jail 24/7.

Through our experience, we have learned that the majority of systems in a jail are available for preventive maintenance activities during normal business hours (6:00am to 6:00pm). These hours are also the prime hours to schedule any necessary subcontractors or factory technicians to avoid travel and overtime expenses. Our Work Schedule calls for the majority of our technicians to be on site at the Jail from 6:00am-5:00pm Monday-Friday. This primary work shift performs the bulk of the preventive maintenance tasks issued from the CMMS.

Active Hours Staffing Schedule (Option 1)

Staff	Shift 1 (6:00 am to 3:00 pm)	Shift 2 (8:00 am to 5:00 pm)	After Hours
Chief Engineer		X	On Call
Chief Mechanical		X	On Call
HVAC Technician	X		On Call
Electrician	X		On Call
Plumber	X		On Call
General Trades		X	On Call
General Trades	X		On Call
General Trades	X		On Call
Locksmith		X	On Call
Electronics Technician		X	On Call
Data Clerk		X	On Call

*50 no
24 hrs?*

Workforce to Perform Maintenance Services 24/7

To meet the requirements of RFP Section 9.1.1.6, the size of our technical staff increases dramatically. We have learned through more than 15 years of providing maintenance services in correctional environments that the overnight shift is the least productive and usually does not produce cost effective solutions. We currently maintain 49 facilities using an active-hours approach only and provide after-hours service through an on-call reimbursable approach (Option 1 in Section 7, Price Proposal). Option 2 in Section 7, Price Proposal, meets the staffing requirements of RFP Section 9.1.1.6 and is priced accordingly. The following table describes the shift schedule with the additional staff required by RFP Section 9.1.1.6.



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Round-the-Clock Staffing Schedule (Option 2)

Staff	Shift 1 6:00 am to 3:00 pm	Shift 2 8:00 am to 5:00 pm	Shift 3 6:00 pm to 6:00 am Monday -Thursday	After Hours
Chief Engineer		X		On Call
Chief Mechanical		X		On Call
HVAC Technician	X			On Call
Electrician	X			On Call
Plumber	X			On Call
General Trades		X		On Call
General Trades	X			On Call
General Trades	X			On Call
Locksmith		X		On Call
Electronics Tech		X		On Call
Data Clerk		X		On Call
Stationary Engineer			X	
Maintenance Mechanic			X	
Maintenance Mechanic			X	
General Maintenance			X	
General Maintenance			X	
General Maintenance			X	

Subcontracted Services

For both staffing approaches CGL proposes to utilize subcontractors for the following areas:

- Fire Alarm Certification
- Fire Sprinkler Certification
- Fire Extinguishers Annual Certification
- Kitchen Fire Suppression System Certification
- Exhaust Hood Cleaning
- Refrigerant Monitor Calibration
- Annual Chiller Maintenance
- Water Treatment/Water Test
- Hobart Kitchen Tray Machine Annual Contract
- Generator Testing
- Laundry Maintenance Contract
- Grease Trap Cleanout
- Major Boiler Maintenance & Annual Contract

Computerized Maintenance Management System (CMMS)

The foundation of a solid Maintenance Program is an effective and properly deployed Computerized Maintenance Management System (CMMS) system.

CGL's experience in successfully adopting several different types of computerized maintenance management software systems transfers to Fort Bend County. The Transition Team assigned to Fort Bend County has more than 15 years experience implementing CMMS in major correctional and detention facilities. CGL has the necessary skills to build effective databases. CGL's access to this system is essential to implementing an efficient and effective maintenance program.

CGL provides integration with computerized key control systems and bar code tracking of activities and stores.



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The CMMS is the nucleus of CGL's program, providing automated management of:

- Work Order Scheduling
- Equipment Preventive and Corrective Maintenance Histories
- Manpower Balancing
- Documentation of Completed Maintenance Tasks
- Warranty Follow-up Documentation
- Vandalism Reporting
- Maintenance Cost Reporting by Building, by Room, and by Piece of Equipment
- Security and Incident Reporting

The CMMS also assists in warehouse/inventory control. The system's databases produce reports notifying staff of replenishment requirements by tracking supply usage. This system allows the facility to stock necessary parts efficiently, providing immediate maintenance response while conserving critical storage space.

Spare Parts and Materials

Obtaining, storing, and tracking the use of repair parts is a critical function of efficient facility maintenance program operation. The CMMS identifies stock levels and re-order points to ensure high use items are available when needed. The CMMS also helps ensure infrequently used repair parts are not stocked at uneconomical levels.

The Start-up Team will perform a spare part and materials list review as one of their first tasks to ensure inventory items are purchased and stocked as necessary, using parts lists and recommended maintenance guides from equipment manufacturers. CGL provides Fort Bend County with a recommended purchasing list of spare parts, including appropriate stock levels, to maintain critical system operation.

Equipment Tagging

As indicated during the commissioning phase, equipment will be tagged and bar coded to properly track maintenance and repair history and to verify warranty conditions. The equipment history information will be tied into the CMMS through the bar codes and relevant technology.

It is essential to tag equipment as early as possible, during the construction phase if possible. Tagging equipment during construction and commissioning allows for 100% recording of the maintenance history of the equipment, ensuring all warranty conditions are validated and systems can be thoroughly analyzed to maintain balance.

Deficiency Survey

CGL constantly examines the facilities for deficiencies while performing other tasks. CGL's technicians have the training and experience to recognize abnormal conditions and take the initiative to correct faults and failures before problems arise. CGL's Chief Engineer prepares a monthly facility condition report indicating all deficient items and corrective actions.

CGL's Facility Manager and Chief Engineer periodically perform specific Deficiency Surveys to ensure equipment is performing as it was designed; documenting any items that do not meet benchmark standards established during commissioning. By being involved in the commissioning process, CGL's technicians and mangers can more readily identify sub-standard performance and take quick action to remedy problems.

Policy and Procedure Manual

CGL has developed a written process of ensuring understanding and coordination between the users of the building and the maintenance services provider, by defining these procedures in a Policies and Procedures Manual in the first 30 days of the contract. This document sets the direction of how the various groups support each other's differing missions. The effort spent together in the development of this manual also sets a tone of cooperation and mutual understanding.



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CGL works closely with County staffs to ensure that the information compiled into the Policy and Procedure Manual reflects the level of service expected by the County. The effort spent developing this document together also sets the tone of cooperation and mutual understanding.

The Policy and Procedures Manual gives Fort Bend County and the Maintenance Provider common ground to determine the goals of the maintenance program. Whether the issue is system reliability or cost control, the Policy and Procedure Manual clearly describes the objectives and the processes. The inclusion of the Policy and Procedures Manual is essential to provide a clear direction from every aspect of providing maintenance within a detention environment.

The development of the Policy and Procedure Manual begins with a working draft on day one of the contract. CGL meets with all staff involved to create a second draft, then immediately implements the manual to develop the final draft. Finally, CGL provides training to its staff on the resulting Final Manual.

The following is a relevant example of a section of a Policies and Procedures Manual from a detention facility. It is intended to show a relative, though unfinished, product for the Fort Bend County Jail:

-
- I. Procedure
 - A. General: The Sheriff's Office and the maintenance provider shall conduct the following inspections:

General Inspections	Frequency	Attendees
Deficiency Survey	Monthly	County Representative, Director of Facilities Mgt. & Planning, Contract Director
Fire and Life Safety	Quarterly	County Representative, Director of Facilities Mgt. & Planning, Contract Director
Safety	Monthly	County Representative, Director of Facilities Mgt. & Planning, Contract Director
Inventory	Quarterly	County Representative, Director of Facilities Mgt. & Planning, Contract Director
 - B. Inspection Routine: Each inspection shall be conducted in the following manner:
 1. Deficiency Survey shall include:
 - a. A visual inspection of the building and building equipment to identify any deficiencies relative to operations or aesthetic expectations resulting from vandalism.
 - b. Documentation of next action for each item identified during the survey.
 2. Fire and Life Safety Inspections shall include:
 - a. A visual inspection of the premises to identify outstanding issues resulting from the inspection or previous Fire Marshall inspection.
 - b. Documentation of next action for each item identified during the inspection.
 3. The Safety Inspection shall be random and shall include:
 - a. Spot checks of the maintenance safety procedures and conduct.
 - b. Documentation of next action required for each identified item.
 4. An inspection of the supplies and materials inventory shall include:
 - a. A visual inspection to ensure supplies and materials are being stored properly.
 - b. Verification of inventory with inventory list contained in the CMMS.
 - c. Documentation of next action for each issue requiring additional information or action.

Whether the issue is security or cost control, the Policy and Procedure Manual clearly describes objectives and procedures. The following outline shows CGL's preliminary proposed set-up for the Fort Bend County Jail Policy and Procedure Manual:

Fort Bend County Jail Facility Policy and Procedures Manual Outline (EXAMPLE):



SECTION 5 - MAINTENANCE SERVICE DELVIERY



1.	Introduction	6.	Security Management	10.	Inspections
1.1.	Policy	6.1.	Policy	10.1.	Policy
1.2.	Sources	6.2.	Sources	10.2.	Sources
1.3.	Definitions	6.3.	Definitions	10.3.	Definitions
1.4.	Procedures-Administration	6.4.	Procedures	10.4.	Procedures
2.	Organization	6.4.1.	Security Screening	10.4.1.	General
2.1.	Policy	6.4.2.	Vehicle Control	10.4.2.	Inspection Routine
2.2.	Sources	6.4.3.	Access Control	11.	Quality
2.3.	Definitions	6.4.4.	Key Control	11.1.	Policy
2.4.	Procedures	6.4.5.	Tool Control	11.2.	Sources
2.4.1.	Organization	6.4.6.	Contraband Control	11.3.	Definitions
2.4.2.	Delegation of Authority	7.	Service Call	11.4.	Procedures
2.4.3.	Reporting	7.1.	Policy	11.4.1.	Quality Objectives
3.	Budgeting	7.2.	Sources	11.4.2.	Measurement
3.1.	Policy	7.3.	Definitions	11.4.3.	Categories
3.2.	Sources	7.4.	Procedures	11.4.4.	Quality Plan
3.3.	Definitions	7.4.1.	Preventive Maintenance		
3.4.	Procedures	7.4.2.	Requisitioned Maintenance		
3.4.1.	Scheduling	7.4.3.	Critical Incident		
3.4.2.	Contents	7.4.4.	Interface with CMMS		
3.4.3.	Justification	8.	Preventive Maintenance		
3.4.4.	Value Engineering	8.1.	Policy		
3.4.5.	Format	8.2.	Sources		
3.4.6.	Initial Spare Parts and Supply Budget	8.3.	Definitions		
4.	Fiscal Controls	8.4.	Procedures		
4.1.	Policy	8.4.1.	Tours Outside Inmate Area		
4.2.	Sources	8.4.2.	Tours Inside Inmate Area		
4.3.	Definitions	8.4.3.	Service Outside Inmate Area		
4.4.	Procedures	8.4.4.	Service Inside Inmate Area		
4.4.1.	Tracking/Monitoring Cost	9.	Compliance with Codes and Standards		
4.4.2.	Controlling Expenditures	9.1.	Policy		
4.4.3.	Continuous Cost Control	9.2.	Sources		
5.	Supplies	9.3.	Definitions		
5.1.	Policy	9.4.	Procedures		
5.2.	Sources	9.4.1.	General		
5.3.	Definitions	9.4.2.	Fire and Life Safety		
5.4.	Procedures	9.4.3.	American Correctional Association		
5.4.1.	Materials and Supply List	9.4.4.	NCCHC Standards		
5.4.2.	Deliveries	9.4.5.	State Jail Standards		
5.4.3.	Warehousing	9.4.6.	OSHA		
5.4.4.	Materials Control	9.4.7.	Building Codes		
		9.4.8.	Health Codes		

Energy Management Plan

The constant use of the Fort Bend County Jail requires proficient and proactive management to maintain the longevity of the systems that serve the facilities; while at the same time, continually increasing the systems



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operational efficiencies and thereby decreasing the overall cost of operation. The management of the mechanical and electrical systems must be in line with the strategies Fort Bend County – continually evaluating and improving the system operation to ensure the longevity of the equipment is sustained in the most cost effective manner. Operating the mechanical plants at the Jail without understanding the facility-wide system interrelationships is unqualified and costly.

CGL provides standard operation procedures that enable the maintenance staff to improve service and improve the longevity of the County's equipment. Our understanding of the Jail's systems is unparalleled and our management and involvement provides a more efficient and effective method to operate the facility.

Based on our experience and qualifications, Fort Bend County benefits through our:

- Organization and Management – we provide services in a professional and efficient manner and ensure that the proper communication and coordination with the County and Utility Providers is achieved.
- Efficiency – we operate the central plant and associated systems in the most efficient manner to ensure that that the Jail climate and comfort levels are continuously maintained and meet ACA & TJSJ regulations, while at the same time reducing the overall energy consumption levels within the mechanical plants.
- Objectivity – we provide detailed reports and system updates to the County & Sheriff's Office and make recommendations for Central Plant operational strategies that are beneficial and economical.
- Responsibility – we assume full responsibility for the successful operation of the Jail's systems and assist the County in developing future maintenance and operational plans that benefit the County.

An energy management solution for the plants and the systems that they serve must be implemented to control, and ultimately reduce, the operating costs of the facility. A combination of "energy management" strategies and increasing equipment operating efficiencies and longevity provides the County with the greatest cost savings.

Proposed Energy Management Strategy

- Energy Management Services
 - Management of MEP Operations
 - ▶ BMS Front-End Management
 - ▶ HVAC Monitoring
 - ▶ Economizer Optimization
 - Water Energy Management (Terminal and Concourse E Plants)
 - Electrical Monitoring and Management
 - ▶ Electrical Consumption (Power & Lighting)
 - Natural Gas Management Services
- Contract Management
 - Water Treatment
 - Proprietary Equipment Maintenance
 - Control systems and software upgrades
 - Natural Gas
- Provide Monthly Reporting
 - Energy Trends
 - Equipment Status Reports
 - Water Conservation Summary

Integration of an Energy Management Solution for the mechanical systems includes the overall plant operation and energy consumption, efficient operation of the chill water, condenser water, city water, and hot water systems. It is imperative that all systems be inventoried and entered into the CMMS to ensure proper performance of Preventive and Predictive Maintenance.



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Procurement Plan

Obtaining, storing, and tracking the use of repair parts is a critical function of efficient facility maintenance program operation. The CMMS identifies stock levels and re-order points to ensure high use items are available when needed. The CMMS also helps ensure infrequently used repair parts are not stocked at uneconomical levels.

Additionally, CGL works with the County staff to set up the spare parts and supplies procurement process. CGL works with on-line supply houses to take advantage of internet buying power for small parts. This innovative technology, along with the County's exemption from sales tax and CGL's technical expertise, will save the County money over the duration of the contract.

CGL also performs services to procure and manage project contractors necessary for repair and replacement work, either related to the maintenance process or not. CGL's full range of project management services offers Fort Bend County added value by managing contractor procurement to secure the best price and value for the County.

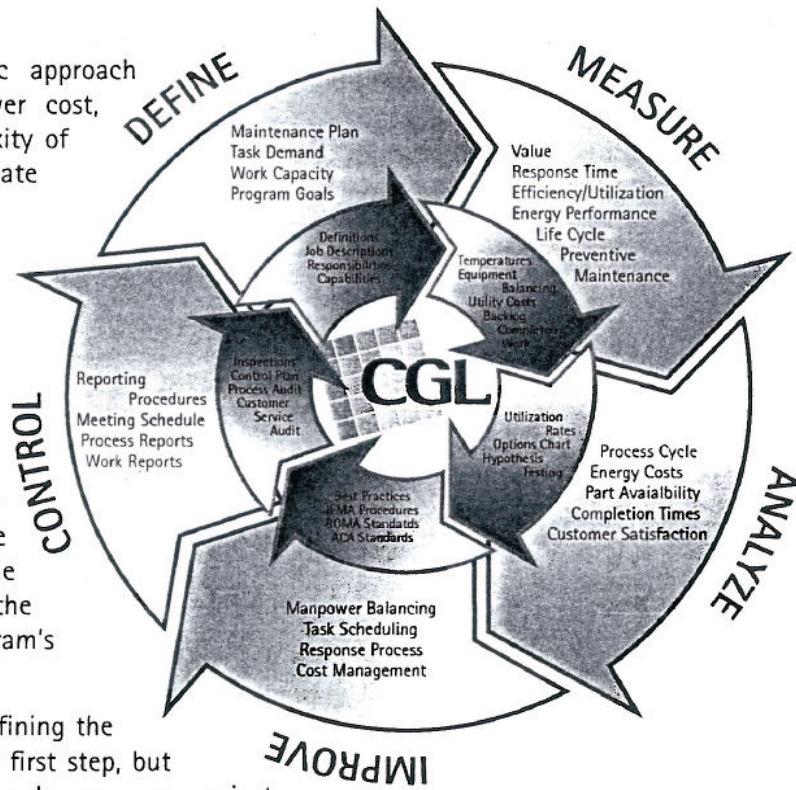
Quality Management Methodology

CGL carefully monitors quality with a specific approach designed to improve customer satisfaction, lower cost, increase staff technical capability, reduce complexity of the program, improve response time and eliminate defective work:

Define core processes: During the transition period, we work closely with the Fort Bend County Sheriff's Office to define and clarify the program's scope, expectations, available resources and timelines. We apply our varied experience to lay out the program's performance details, prepare policies and procedures and set communication standards. We ensure Fort Bend County understands the scope of the contract and we clearly define our responsibilities as the maintenance provider. We frequently revisit the definition process to refine and improve the program's details for increased customer service.

Measure program goals against benchmarks: Defining the program's direction is an important and necessary first step, but the program must be defined by its ability to make progress against established goals. The definitions, details, expectations and goals of the program must be measurable, quantifiable and benchmarked using actual program data. Measuring the data not only provides necessary communication with the Sheriff's office, but it also reveals trends and allows us to calculate process improvements and program capabilities.

Analyze the measured data: There are multiple objectives to analyzing the data in relation to quality management: ensuring all technicians understand the process at its root levels, to invite critical investigation of the program from multiple angles, to identify areas that do not perform to quality expectations, to identify areas that perform beyond quality expectations, and to provide opportunities to formulate improvement options. Each analysis must be thorough and complete, to avoid shallow program understanding that leads to unproductive results, but not so deep as to paralyze the program.



SECTION 5 - MAINTENANCE SERVICE DELIVERY



Improve the program: The analytical results are put to work during the improvement phase. Solutions and options, as well as improvements, efficiencies and enhancements are identified and presented to Fort Bend County. The ideas for correction must fit into the earlier phases: they must fit the defined goals, be measurable and fit into project analyses. The improvements are also fluid and are part of the Quality Management Cycle.

Control process improvements: The quality process continually works to improve the maintenance program in the Fort Bend County Jail. Our quality process rarely provides large leaps in process changes. Normally, the small incremental changes add up over time to a process that fits smoothly into Fort Bend County Jail operations while always working for improvement. We put in place quality control tracking mechanisms and measurements to assure, at a minimum, that the gains made in the project are not lost over a period of time. We share the improvements and controls with the Sheriff's Office and the County to ensure reliability and accountability.

SERVICE DELIVERY PHASE

Our Service Management is designed to be flexible to the individual needs of the Fort Bend County Jail and can change as the facility ages, improves or changes in other ways. With our specific understanding of how to work in secure facilities and our specific understanding of Fort Bend County security policies, we have organized the Fort Bend County Jail Maintenance staff so our technicians can respond to maintenance normally, efficiently and within defined time limits.

Our approach provides technical resource support for each on-site technician through the direct involvement of our centralized services.

Services Management

Services	Responsible Manager(s)
Facilities Leadership & Contract Management	Dexter Stanphill
Facility Operation and Performance	Steve Ohm & Randy Kinsley
Quality	Tim Tanner
CMMS	Bob Cole
Procurement	William Hardison
Human Resources	George Komer
Call Center	Bob Cole
Corporate & Technical Support (planning, project management, design)	Joe E. Lee
Facility Specific Expertise	Dexter Stanphill, Steve Ohm & Joe E. Lee

To support the individual mission of the Fort Bend County Jail, CGL's management plan is designed around specific services uniquely developed with Fort Bend County staff:

- Client Satisfaction
- Annual Budget Planning
- Energy Audits
- Inspections
- Responsiveness
- Certain Specialty Subcontractors
- Reporting as required by the Scope of Services, section 30
- Project Management for Special Projects
- Management of inmate maintenance labor

Ultimate responsibility for the delivery of all services falls to the Program Director. CGL's Program Director, Mr. Dexter Stanphill, has management responsibility over the contract and supervisory responsibility over the on-site management staff. Mr. Stanphill applies his knowledge and experience as President of CGL Engineering for the past eight years and his experience as Director of Facilities for the Georgia Department of Corrections for ultimate responsibility for overall quality, customer satisfaction, program progress against defined goals, efficiency, staff utilization, warranty management, energy management and other program deliverables.



SECTION 5 - MAINTENANCE SERVICE DELVIERY



The Facility Manager, Mr. Steve Ohm, has more experience with the Fort Bend County Jail Facilities than anyone. Mr. Ohm applies his knowledge of the Jail's design intent to easily transition the facility to outsourced maintenance while providing a detailed management plan for long-term facility care.

Quality Manager Mr. Tim Tanner is a former Georgia Department of Juvenile Justice maintenance technician who was hired by CGL in 2001 to continue providing the Department service as a Facility Manager. Mr. Tanner has served as maintenance technician, Facility Manager, Regional Maintenance Engineer and State Manager for CGL. Mr. Tanner has direct experience resolving budget issues and has a background of excellent technical service. Mr. Tanner holds the overall responsibility for the quality performance of maintenance in the Clayton County, Ga., Justice Center – a building with jail facilities similar to Fort Bend County.

FACILITY MANAGEMENT

The Facility Manager is responsible for the day-to-day performance of preventive and corrective work orders by CGL's technical staff. We staff the facility to maximize our ability to perform work with CGL staff and minimize the use of specialty subcontractors. CGL's facility staffing plan accounts for the need to have technical staff on-site 24 hours a day, seven days a week.

We have developed an innovative and creative staffing plan determined by our specific responsibilities (in order):

1. Preventive Maintenance
2. Facility Supervision
3. Response Time
4. Corrective Maintenance
5. Technical Coverage

We have planned and staffed for corrective maintenance. The resident staff is first responsible for preventive maintenance tasks unless there is a life safety event that demands immediate attention.

CGL provides staffing efficiency by cross-training all staff in multiple categories to keep staffing at a minimum to provide flexible and fast response times to any work order request. For example, if additional manpower is needed to complete a project, CGL's Facility Manager has the authority to temporarily shift manpower from specific trades to accommodate schedule or budget requirements. CGL rebalances manpower after Fort Bend County's needs are met to return to the normal flow of business and maintenance.

Day-to-Day Operations

The day to day operations are managed by the Facility Manager. All preventive and corrective maintenance work orders are issued to CGL technicians by the Facility Manager and Chief Engineer. After completion, the work orders are closed and reviewed by the Chief Engineer and Facility Manager.

Subcontractor work and major repair work orders are closed by the Facility Manager. Requests from the facility level during normal work hours are directed to individual technicians. The web-based CMMS drives all regular daily scheduled activities and corrective maintenance requirements. Proper CMMS set-up, guaranteed by CGL's Transition Team, ensures comprehensive coverage of all preventive and corrective maintenance activities.

CGL's Policy & Procedure Manual defines response times, work procedures, best-practice methods and reporting structures to all CGL staff. An example of a Policy and Procedure Manual outline is provided above, on page 42. Training of our staff ensures that there is frequent communication between CGL staff and Fort Bend County staff. The Facility Manager and Chief Engineer are responsible for client satisfaction.

Technicians understand that completing work orders within the time frame specified is paramount. All CGL managers and technicians understand that completing both preventive and corrective maintenance work orders contribute to the reliability of the facility and, therefore, to the safety of the staff and inmates occupying the buildings. CGL's bonus plan provides incentive for quality performance.



SECTION 5 - MAINTENANCE SERVICE DELIVERY



PREVENTIVE MAINTENANCE

The CGL Team's goal is to complete all Preventive Maintenance tasks with minimal disruption of the normal flow of business in the facility. Additionally, our incentive program for technicians is quality based to insure quality work for each preventive maintenance work order. CGL's process for meeting normal maintenance work loads includes:

- Proper staffing of the program, in terms of qualifications and manpower.
- Technician incentives based on work quality and response time.
- Data reviews by Senior Level management for trend analysis and response improvement

CGL Engineering was established by a group of engineers and architects who felt correctional facilities were not receiving the preventive maintenance required to achieve optimum building performance, unnecessarily causing the facilities to fail mechanically before their time. The CGL team recognized this situation and utilized their design and construction expertise to develop a comprehensive preventive maintenance program.

CGL knows a building's systems must function normally and within equipment design standards defined by the manufacturer at all times. Our maintenance process anticipates this need and is designed to become fully operational soon after a notice to proceed is approved.

We review, validate and update the preventive maintenance schedule in the current CMMS. Our goal is to complete all preventive maintenance tasks with minimal disruption of the normal business flow in the facility. Additionally, our incentive program for technicians is quality based. The technicians are provided incentives based on the objective of making sure that:

- All preventive maintenance tasks are completed in a quality manner.
- All preventive maintenance tasks are completed as scheduled.

We understand that the County demands the highest level of professionalism and efficiency in the services provided for the Fort Bend County Jail. We have the supervisors, the Maintenance Team and the dedication to meet these demands.

Response & Work Flow

The Chief Engineer (CE) serves as the Response Manager for the Fort Bend County Jail. The CE ensures that response to work orders and requests meet the mandates specified by the County. The CE is also responsible for determining work order cost, managing specific parts inventories and providing customer service to Jail Staff.

The nucleus of CGL's program is the Computerized Maintenance Management System (CMMS). All information flows into and out of the web-based CMMS database, maintained by CGL's CMMS specialist. Data collected for and input to the CMMS generates Preventive Maintenance schedules, helps manage parts procurement & inventory, provides warranty data and generates system reports. The CMMS manages the equipment history and provides a detailed snapshot of the Program at any moment in time. The CMMS is essential to the successful implementation of the Fort Bend County Maintenance Program.

Once data from the facility inventories is entered into the CMMS, the system automatically issues Preventive Maintenance Work Orders (PMs) as determined by the system's preventive maintenance schedule. Each PM work order is issued directly to the individual maintenance technician at the start of each shift, providing the technician with a daily schedule of PM work. Each PM issued is a Must-Do event; non-performance of PMs can lead to termination.

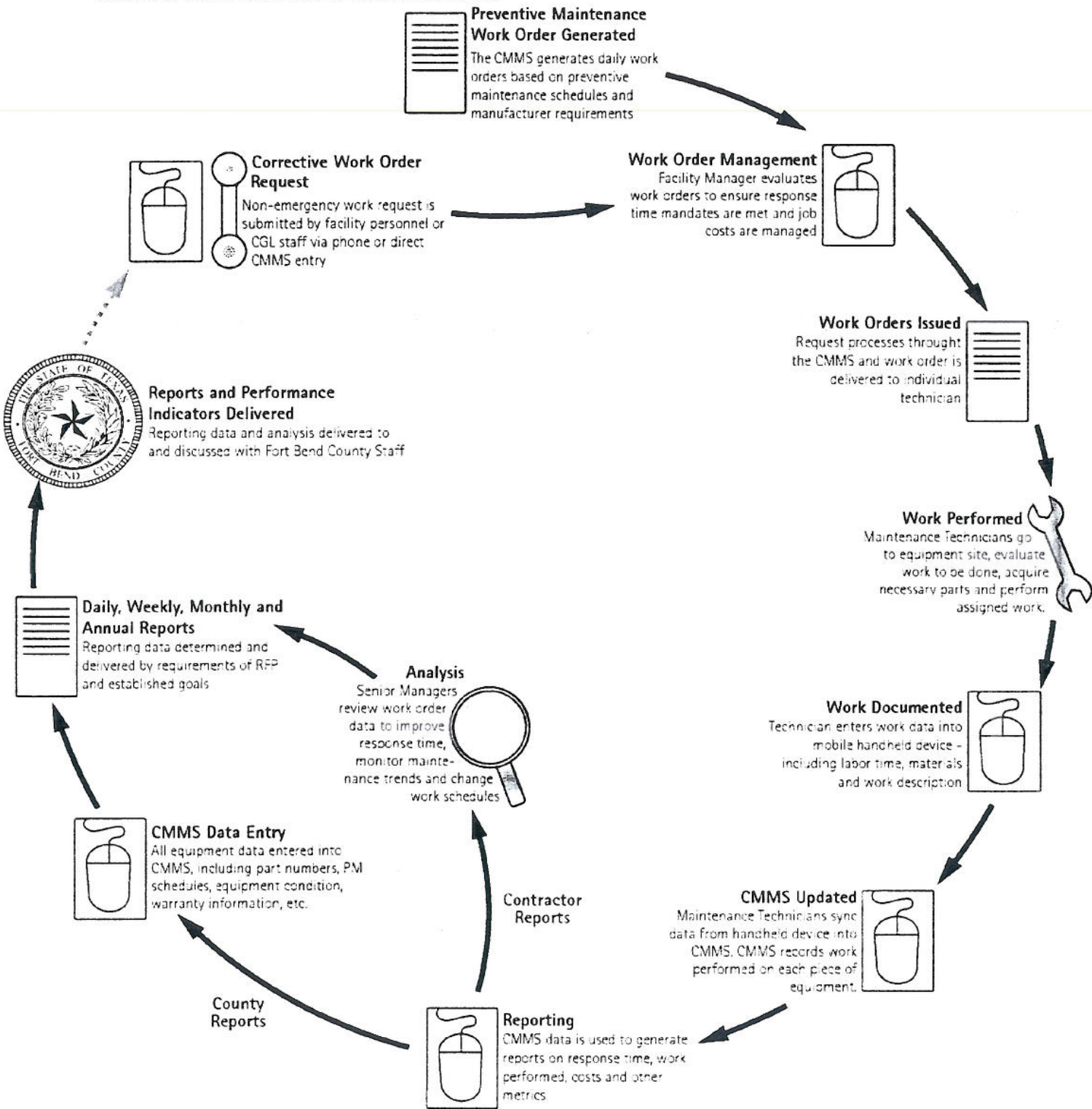
After performing the necessary work, the technician records all job-related information on the work order form. The technician then enters the data for real-time CMMS database updates, which are immediately available for reporting and analysis. New data regarding the equipment's performance can then be noted in the CMMS for improvements to PM schedules, predictive maintenance work orders, budget requests or other program improvements.



SECTION 5 - MAINTENANCE SERVICE DELIVERY



ROUTINE MAINTENANCE & REPAIR SERVICE



Our Work Plan focuses on responsiveness. The Chief Engineer is responsible for timely response to Trouble Calls and ensuring work is completed quickly with quality. Our Managers are also responsible for defining the reason for the Trouble Call to identify potential future problems and to find the root cause of recurring trouble.



Procedures for Handling Responses to Trouble/Repair/Emergency Calls during Normal Business Hours

1. Fort Bend County Jail Representative completes trouble/repair form in the CMMS; or, places a phone call to CGL Staff who then submits a CMMS Work Order Request. The request is transmitted over the web-based CMMS to CGL Staff.
2. Chief Engineer responds in the proper time frame by evaluating the work request.
3. CGL procures parts, performs and completes the necessary work.
4. CGL's Technicians enter the completed Work Order information into the CMMS.
5. The CMMS is up to date and can immediately issue reports on work orders to CGL or County staff for analysis. Equipment histories are automatically updated.

Our experience performing correctional facility maintenance in more than 4 million square feet of detention space shows that a well planned, staffed and managed maintenance program can complete 90% of the emergency calls and repairs encountered in any facility in four hours or less.

During the Transition Period, we work diligently to define the specific corrective repair needs of Fort Bend County. Definition of response times is a highly collaborative effort between the CGL and Fort Bend County management.

The Routine Trouble Call and Repair Plan is defined in the first 60 days after notice to proceed and becomes part of the Policy and Procedure Manual developed for Fort Bend County. Until the specific County needs are defined, CGL will comply with the requirements of the Scope of Services.

Reporting & Communication

CGL believes that frequent, direct and appropriate exchanges of information are critical to superior customer service. As such, in addition to periodic reports jointly agreed upon by the County and CGL, we propose:

- Meetings with Fort Bend County management during the transition period between contract award and start up. Topics include accomplishments since the last meeting, planned activities for the next period, review of overall timeline and work plan and discussion and resolution of open issues.
- Weekly informal meetings between CGL Facility Managers and County and Sheriff Staff during the contract period. Topics include services accomplished in the prior week, safety issues, planned activities, and open issues. Maintenance reporting from the CMMS serves as the basis of discussions. Daily reports identifying after hours calls and major equipment failures, as described in Scope of Services section 30.4, also provide status of each facility.
- Monthly meetings with the County, as described in Scope of Services section 30.1. Topics include: the previous month's maintenance activities and trending analytics to focus on the quality of the maintenance program and facility reliability.
- Quarterly, formal presentations from CGL to County & Sheriff's management analyzing performance by facility, open issues and items requiring immediate attention and plans going forward for the upcoming quarter.

CGL provides a single point of contact – the Contract Manager – in addition to the Program Director and Facility Manager, to facilitate prompt situation resolution. The Program Director of Contract Manager is present at all formal meetings. He also serves as an immediate contact option for emergency or unexpected situations.

SECTION 5 - MAINTENANCE SERVICE DELIVERY



RESPONSE TO URGENT/FAILURE SCENARIOS

We understand the need to implement specific methods and procedures for dealing with urgent and failure scenarios in secure facilities. CGL's on-site technicians must be prepared to immediately respond to any urgent scenario that may arise by:

- Assisting with the development of an Emergency Management Plan that includes definitions, response measures and procedures for urgent & emergency work requests
- Assisting with the development of Disaster Protocols for specific incidents, such as fire, natural disaster, etc.
- Maintain a dependable Call Center for 24-hour phone access
- Proper data entry of facility equipment in the CMMS for easy identification during a catastrophic failure
- Establishing 24/7 coverage, including a back-up roster
- Training CGL & County staff how to identify Life Safety issues
- Conduct periodic emergency drills to measure technician knowledge of protocols and response times

Once protocols are established, an "On Call" roster is developed. The On-Call technician or manager receives trouble calls, diagnoses problems, or asks for support from senior regional staff. After diagnosis, a work order is issued with the scope of work, schedule and pricing if necessary. The work order is issued after the manpower is balanced to accommodate the entire workload or issued to a subcontractor.

VARYING WORKLOADS

In order to provide an accurate staffing plan for this procurement, we have estimated the number of preventive and corrective maintenance work orders issued from the CMMS data base for each month, based on the facility information provided in the RFP. This estimate defines our typical workload and helps define our methods for meeting facility needs.

Variations from the calculated workload are managed by Facility Manager as indicated from the balancing manpower features on the CMMS. For instance, if supplemental staff is needed to handle approved unscheduled workloads, the appropriate CGL managers work with County staff to redeploy CGL staff and/or utilize subcontractors to complete work in a timely manner.

PROCESS IMPROVEMENTS

Process improvements are a joint effort between CGL and Fort Bend County. Improvements are identified and initiated at the monthly meetings as reports are reviewed. A corresponding improvement is discussed among the monthly meeting participants as various trends for each service category are reviewed. Improvement action items are agreed upon, and CGL then tests the action items to see if the improvement is successful through statistics and metrics presented at the monthly meeting following implementation.

Major Repair, Upgrade and Project Service

To support unscheduled major repairs or upgrades, CGL is the only firm proposing that provides correctional planning, design, project management, and facility maintenance services under one roof. CGL can provide all facility infrastructure needs, including facility modification, operational changes and solutions to design problems without outside contracting.

CGL's Principal-in-Charge, Joe Lee, and Facility Manager Steve Ohm also served Fort Bend County during the construction of the jail expansion. They both have specific knowledge of the building's design and construction and can provide insight to the long-term care of the building based on its original design intent.

CGL has proven processes for managing major repair work, including capital equipment replacement and construction project management. We have performed secure facility upgrades and renovations, including locking system replacement, pneumatic sliding door replacement, central plant upgrades, infrastructure refits and more. As of this writing, we have managed 2,814 maintenance related projects since 2001 with one client alone.



SECTION 5 - MAINTENANCE SERVICE DELIVERY



CGI first identifies the work as Major Repair Service, normally defined as either repair service outside the defined scope of services or a capital facility improvement project requiring large-scale facility equipment change or change to the facility's envelope or structure. After project approval from the County, CGI initiates its proven Project Management process to complete the work quickly and cost effectively for the County:

1. Typical Project Management Services:

- 1.1. Assist/prepare written description of work to be performed,
- 1.2. Obtain competitive pricing
- 1.3. Conduct on site work meetings
- 1.4. Assist in evaluation of budgets and schedules
- 1.5. Assist in Contract negotiations
- 1.6. Provide recommendation regarding the award of contract

2. Additional Project Management Support:

- 2.1. Contracting
- 2.2. Negotiations
- 2.3. On-site representation
- 2.4. Monitor labor and materials progress
- 2.5. Technical inspections
- 2.6. Quality control monitoring
- 2.7. Monitor and address quality of workmanship
- 2.8. Monitor and address quality of materials

The CGI Team also has the qualifications and expertise to add value to the Fort Bend County Jail by making recommendations relating to inmate planning, security programming, construction, facility function, maintenance procedures, building system technologies, equipment overhauls, equipment installation, etc. Our recommendations draw on our expert knowledge of industry best practices and new technology developments.

As a Team, we understand better than any other competitor how to perform work inside a correctional facility without violating security or normal operational procedures.





Certified Public Accountants and Business Advisors

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Lee Design & Management Group, Inc.

We have audited the accompanying consolidated balance sheet of LEE DESIGN & MANAGEMENT GROUP, INC. and its wholly owned subsidiary, CGL ENGINEERING, INC. as of December 31, 2007, and the related consolidated statements of income and retained earnings and cash flows for the year then ended. The consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of LEE DESIGN & MANAGEMENT GROUP, INC. and its subsidiary as of December 31, 2007, and the results of their operations and cash flows in conformity with accounting principles generally accepted in the United States of America.

Habif, Arogeti & Wynne, LLP

Atlanta, Georgia

March 7, 2008

Habif, Arogeti & Wynne, LLP

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LEE DESIGN & MANAGEMENT GROUP, INC.
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2007

ASSETS

Current assets

Cash and cash equivalents	\$ 240,766
Contracts and accounts receivable, net of allowance for doubtful accounts of \$0	952,108
Accounts receivable - affiliates	24,160
Prepaid insurance	<u>4,006</u>
Total current assets	<u>1,221,040</u>

Property and equipment, at cost

Equipment	163,194
Vehicles	390,094
Leasehold improvements	<u>45,324</u>
	598,612
Allowance for depreciation	<u>(356,227)</u>
	<u>242,385</u>

Other assets

Deposits	28,280
Investment in Carter Goble Lee, LLC	365,632
Investments	<u>242,400</u>
	<u>636,312</u>
	<u>\$ 2,099,737</u>

See auditors' report and accompanying notes

LEE DESIGN & MANAGEMENT GROUP, INC.
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2007

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities

Accounts payable and accrued expenses	\$ 325,470
Current portion of notes payable	66,418
Line of credit	85,746
Accounts payable - affiliates	<u>12,722</u>
Total current liabilities	<u>490,356</u>

Long-term liabilities

Notes payable, net of current portion	<u>74,866</u>
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Stockholders' equity

Common stock, \$.10 par value; 20,000 shares authorized; 2,000 shares issued and outstanding	200
Retained earnings	<u>1,534,315</u>
	<u>1,534,515</u>
	<u>\$ 2,099,737</u>

See auditors' report and accompanying notes

LEE DESIGN & MANAGEMENT GROUP, INC.
 CONSOLIDATED STATEMENT OF INCOME AND RETAINED EARNINGS
 FOR THE YEAR ENDED DECEMBER 31, 2007

<u>Revenue</u>	\$ 7,806,184
<u>Cost of revenue</u>	<u>5,396,985</u>
Gross profit	2,409,199
<u>General and administrative expenses</u>	<u>1,624,037</u>
Income from operations	<u>785,162</u>
<u>Other income (expense)</u>	
Interest income	9,785
Interest expense	(8,464)
Investment in Carter Goble Lee, LLC	82,917
Miscellaneous income	<u>1,135</u>
	<u>85,373</u>
Net income	870,535
<u>Retained earnings, beginning of year</u>	1,204,960
Distributions	<u>(541,180)</u>
Retained earnings, end of year	<u>\$ 1,534,315</u>

See auditors' report and accompanying notes

LEE DESIGN & MANAGEMENT GROUP, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2007

Increase (Decrease) in Cash and Cash Equivalents

<u>Cash flows from operating activities</u>	
Net income	\$ <u>870,535</u>
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	66,872
Investment in Carter Goble Lee, LLC	(82,917)
Changes in assets and liabilities	
Increase in contracts and accounts receivable	(369,067)
Decrease in accounts receivable - affiliates	264,477
Increase in deposits	(13,285)
Increase in prepaid insurance	(82)
Increase in accounts payable and accrued expenses	28,614
Decrease in accounts payable - affiliates	<u>(245,123)</u>
Total adjustments	<u>(350,511)</u>
Net cash and cash equivalents provided by operating activities	<u>520,024</u>
<u>Cash flows from investing activities</u>	
Acquisition of property and equipment	(101,531)
Net acquisition of investments	(9,691)
Distributions received from Carter Goble Lee, LLC	<u>137,425</u>
Net cash and cash equivalents provided by investing activities	<u>26,203</u>
<u>Cash flows from financing activities</u>	
Principal payments on notes payable	(82,943)
Distributions to shareholders	(541,180)
Net proceeds from line of credit	85,746
Proceeds from issuance of notes payable	<u>109,662</u>
Net cash and cash equivalents used by financing activities	<u>(428,715)</u>
Net increase in cash and cash equivalents	117,512
Cash and cash equivalents, beginning of year	<u>123,254</u>
Cash and cash equivalents, end of year	<u>\$ 240,766</u>

See auditors' report and accompanying notes

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LEE DESIGN & MANAGEMENT GROUP, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2007

Increase (Decrease) in Cash and Cash Equivalents

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for Interest	\$ 8,464
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NON-CASH FINANCING AND INVESTING ACTIVITY

None

See auditors' report and accompanying notes

SECTION 7 PRICE PROPOSAL



2.2.11.1 Proposals must contain a specific monthly charge for preventive maintenance including supplies as defined in this RFP.

2.2.11.2 Proposals must include an average hourly labor cost for repairs outside the contract. The average hourly rate shall include all design, engineering, research, estimating, clerical and trades technicians to develop a scope of work, prepare estimates and complete the repair.

2.2.11.3 Proposals shall include all labor required to perform the services described in this RFP.

2.2.11.4 The selected maintenance provider will be responsible for repairs that cost \$500 or less in the cost of materials and should be included in the proposal. Repairs that exceed \$500 in material cost will be reimbursable if approved in writing before performing the work.

PRICING OPTION 1

Year One

Scope (RFP)	Monthly Cost	Hourly Cost, Normal Hours Repairs Outside the Contract	Hourly Cost, After Hours Repairs Outside the Contract
Preventive Maintenance, Repairs under \$500, Repair Scope and Estimates	\$92,535		
Chief Engineer		\$62.52	\$93.77
Chief Mechanical		\$59.50	\$89.25
HVAC Technician		\$44.65	\$66.98
Plumber		\$35.72	\$53.58
Electrician		\$44.65	\$66.98
Electronics Tech		\$46.44	\$69.66
Locksmith		\$44.65	\$66.98
General Trades		\$24.31	\$36.46

Year Two

Scope (RFP)	Monthly Cost	Hourly Cost, Normal Hours Repairs Outside the Contract	Hourly Cost, After Hours Repairs Outside the Contract
Preventive Maintenance, Repairs under \$500, Repair Scope and Estimates	\$97,161		
Chief Engineer		\$65.02	\$97.52
Chief Mechanical		\$62.48	\$93.71
HVAC Technician		\$46.89	\$70.33
Plumber		\$37.51	\$56.26
Electrician		\$46.44	\$69.66
Electronics Tech		\$48.30	\$72.45
Locksmith		\$46.44	\$69.66
General Trades		\$25.28	\$37.92



SECTION 7 - PRICE PROPOSAL



PRICING OPTION 2, WITH STAFFING AS REQUIRED BY RFP SECTION 9.1.1.6

Year One

Scope (RFP)	Monthly Cost	Hourly Cost, Normal Hours Repairs Outside the Contract	Hourly Cost, After Hours Repairs Outside the Contract
Preventive Maintenance, Repairs under \$500, Repair Scope and Estimates	\$125,973		
Chief Engineer		\$62.52	\$93.77
Chief Mechanical		\$59.50	\$89.25
HVAC Technician		\$44.65	\$66.98
Plumber		\$35.72	\$53.58
Electrician		\$44.65	\$66.98
Electronics Tech		\$46.44	\$69.66
Locksmith		\$44.65	\$66.98
General Trades		\$24.31	\$36.46

Year Two

Scope (RFP)	Monthly Cost	Hourly Cost, Normal Hours Repairs Outside the Contract	Hourly Cost, After Hours Repairs Outside the Contract
Preventive Maintenance, Repairs under \$500, Repair Scope and Estimates	\$131,012		
Chief Engineer		\$65.02	\$97.52
Chief Mechanical		\$62.48	\$93.71
HVAC Technician		\$46.89	\$70.33
Plumber		\$37.51	\$56.26
Electrician		\$46.44	\$69.66
Electronics Tech		\$48.30	\$72.45
Locksmith		\$46.44	\$69.66
General Trades		\$25.28	\$37.92

2.2.11.5 Proposals must include pricing for an initial two (2) year period starting August 15, 2009 through September 30, 2011. Additionally, the proposed method of subsequent four (4) years.

Subsequent year prices are escalated by a percentage equal to published values of the Consumer Price Index.

