

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court on April 27, 2010. Thank you.

DATE: April 27, 2010

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

AGENDA ITEM 32 D, F

COUNTY JUDGE
RECEIVED
APR 28 2010

AGENDA ITEM
Drainage # 6

5-4-10 orig. ret. to Cheryl at Purchasing

**Amended 04/01/10
Fort Bend County, Texas
Invitation for Bid*



*Dump Trucks
for Fort Bend County
BID 10-079*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

*Thursday, April 15, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 10-079
Dump Trucks

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645

Vendor Information

Houston Freightliner Sterling Western Star
Legal Name of Contracting Company

6 3
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-580-8112 713-676-1603
Telephone Number Facsimile Number

9550 North Loop East Freeway
Complete Mailing Address (for Correspondence)

Houston, TX 77029
City, State and Zip Code

—
Complete Remittance Address (if different from above)

—
City, State and Zip Code

Lynn Dundee
Authorized Representative and Title (printed)


lynn.dundee@strhouston.com
Authorized Representative's Email Address

Lynn Dundee
Signature of Authorized Representative

Initials of Bidder: LD

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.


Initials of Bidder: 

- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.


Initials of Bidder: LD

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

Initials of Bidder: 


- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

Initials of Bidder: 

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

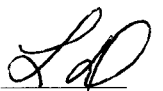
2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

Initials of Bidder: 

- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

Initials of Bidder:



2.10 Warranty/Price:


2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

Initials of Bidder: 

- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase five (5) or more new 12-14 yard dump truck. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

****AMENDED 04/07/10**

4.0 DELIVERY:

Delivery of dump truck(s) ordered must be completed within one-hundred twenty (120) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change.

6.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid. Name brands specified are for reference only, see Section 1.18 above.

- 6.1 **Make and Model:** Must be new, 2011 current production model M2 112, that meets all current federal and state regulations including, but not limited to: NHTSA, DOT, NTSB, EPA, TCEQ, and TxDOT.

FREIGHTLINER M2 112

- **6.2 **Wheelbase:** 180" minimum, CT 108" minimum.

Meets Specification: Yes No

- 6.3 **Engine:** 12.8L 350 HP @ 1800 RPM minimum, 2080 Gov RPM, 1350 LB/FT @1100 RPM.

Meets Specification: Yes No

- 6.4 **Transmission:** Eaton Fuller RTLO-14913A or equal.

Meets Specification: Yes No

- 6.5 **Axles/Suspension/Driveline:**

6.5.1 Front Axle: 14,700 lb. minimum AF-14.7-3 or equal.

Meets Specification: Yes No

Initials of Bidder: LP

- 6.5.2 Front Suspension: 14,600 lb. minimum capacity, taper-leaf.
Meets Specification: Yes No
- 6.5.3 Front brakes: Meritor CAM 16.5 x 5 or equal.
Meets Specification: Yes No
- 6.5.4 Front brake linings: Non-asbestos.
Meets Specification: Yes No
- 6.5.5 Front brake drums: Conmet cast iron or equal.
Meets Specification: Yes No
- 6.5.6 Front oil seals: Chicago Rawhide Scotseal Plus XL or equal.
Meets Specification: Yes No
- 6.5.7 Standard spindle nuts for all axles.
Meets Specification: Yes No
- 6.5.8 Front auto slack adjusters: Automatic.
Meets Specification: Yes No
- 6.5.9 Front shock absorbers.
Meets Specification: Yes No
- 6.5.10 Power steering pump.
Meets Specification: Yes No
- 6.5.11 Power steering reservoir: 2 quart.
Meets Specification: Yes No
- 6.5.12 Rear Axle: 40,000 lb minimum RT-40-145 R series or equal.
Meets Specification: Yes No

Initials of Bidder: LD

- 6.5.13 Rear Axle Ratio: 4.33 minimum.
Meets Specification: Yes No
- 6.5.14 Rear Suspension: 40,000 lb. capacity minimum Hendrickson RTE-403 or equal.
Meets Specification: Yes No
- 6.5.15 Main driveline: 176T Meritor or equal with half round yoke.
Meets Specification: Yes No
- 6.5.16 Interaxle driveline: 17T Meritor or equal with half round yoke.
Meets Specification: Yes No
- 6.5.17 Driver controlled traction differential both tandem rear axles.
Meets Specification: Yes No
- 6.5.18 Rear brakes: Meritor Spider cam or equal 16.5 x 7 with dust shields.
Meets Specification: Yes No
- 6.5.19 Rear brake linings: non-asbestos.
Meets Specification: Yes No
- 6.5.20 Rear brake drums: Conmet or equal cast iron.
Meets Specification: Yes No
- 6.5.21 Parking brake chambers: Haldex or equal longstroke 2 drive axle spring.
Meets Specification: Yes No
- 6.5.22 Rear auto slack adjusters: Automatic.
Meets Specification: Yes No
- 6.5.23 Rear axles spacing: 52" minimum.
Meets Specification: Yes No

Initials of Bidder: LD


- 6.5.24 Frame: 11/32" x 3-1/2" x 10-3/16" minimum steel frame.
Meets Specification: Yes No
- 6.5.25 Chassis fasteners: Huck-spin round collar.
Meets Specification: Yes No
- 6.5.26 Front tow hooks: Stored on chassis frame.
Meets Specification: Yes No
- 6.5.27 Bumper: Three piece 14" painted steel with collapsible ends.
Meets Specification: Yes No

6.6 **Brake Equipment:**

- 6.6.1 Air Brakes.
Meets Specification: Yes No
- 6.6.2 WABCO 4S/4M ABS without traction control or equal.
Meets Specification: Yes No
- 6.6.3 Air dryer: WABCO SS-1200 plus with integral air governor and heater, mounted inboard on LH rail or equal.
Meets Specification: Yes No
- 6.6.4 Air brake reservoir: Steel.
Meets Specification: Yes No

6.7 **Tires and wheels:**


- 6.7.1 Front tires: Michelin XZE or equal, 12R22.5-16 ply.
Meets Specification: Yes No
- 6.7.2 Front wheels: Accuride 29039 or equal 22.5x9.00 10 hub steel disc.
Meets Specification: Yes No

Initials of Bidder: 

- 6.7.3 Front hubs: Conmet or equal pre-set bearing.
Meets Specification: Yes No
- 6.7.4 Rear tires: Michelin XDE M/S or equal, 11R22.5-14 ply.
Meets Specification: Yes No
- 6.7.5 Rear wheels: Hayes Lemmerz 90541 or equal 22.5x8.25 10 hub steel disc.
Meets Specification: Yes No
- 6.7.6 Rear hubs: Conmet or equal pre-set bearing.
Meets Specification: Yes No
- 6.7.7 Spare front tire and wheel.
Meets Specification: Yes No

6.8 **Exterior cab equipment:**

- 6.8.1 Cab trim: Exterior, standard, 112" minimum BBC aluminum cab.
Meets Specification: Yes No
- 6.8.2 Grille: Painted, plastic.
Meets Specification: Yes No
- 6.8.3 Bug screen.
Meets Specification: Yes No
- 6.8.4 Air Horn: Dual 26" rectangular polished aluminum.
Meets Specification: Yes No
- 6.8.5 Mirrors: LH/RH 8" bright finish convex mirrors.
Meets Specification: Yes No
- 6.8.6 Windshield wipers: Electric.
Meets Specification: Yes No

Initials of Bidder: 

6.8.7 Tinting: Windshield.

Meets Specification: Yes No

6.8.8 Paint: Manufacturer's standard single color selected at time of order.

Meets Specification: Yes No

6.9 **Interior cab equipment:**

6.9.1 Standard interior trim - grey.

Meets Specification: Yes No

6.9.2 Steering wheel: 18" diameter.

Meets Specification: Yes No

6.9.3 Floor mats.

Meets Specification: Yes No

6.9.4 Drive seat: Bostrom Talladega 910 or equal high-back air suspension.

Meets Specification: Yes No

6.9.5 Passenger seat: High-back non-suspension.

Meets Specification: Yes No

6.9.6 Seat Belts: 3 point driver and passenger.

Meets Specification: Yes No

6.9.7 Seat trim: Cloth.


Meets Specification: Yes No

6.9.8 Air conditioning with recirculating switch.

Meets Specification: Yes No

6.9.9 Heater and defroster.


Meets Specification: Yes No

Initials of Bidder: 


- 6.9.10 Interior lights: dome.
Meets Specification: Yes No
- 6.9.11 Manual door locks.
Meets Specification: Yes No
- 6.9.12 Aluminum kick plates, door mounted.
Meets Specification: Yes No

6.10 **Instruments/Gauges/Switches:**

- 6.10.1 Air restriction indicator.
Meets Specification: Yes No
- 6.10.2 Low air pressure warning.
Meets Specification: Yes No
- 6.10.3 Air system pressure gauge: dual, needle primary and secondary.
Meets Specification: Yes No
- 6.10.4 Cruise control switches.
Meets Specification: Yes No
- 6.10.5 Starter control.
Meets Specification: Yes No
- 6.10.6 Odometer, trip, hour, diagnostic, voltage display.
Meets Specification: Yes No
- 6.10.7 Diagnostic interface connector.
Meets Specification: Yes No
- 6.10.8 Fuel level gauge: electric.
Meets Specification: Yes No


Initials of Bidder 

- 6.10.9 Coolant temperature gauge: electric.
Meets Specification: Yes No
- 6.10.10 Hour meter.
Meets Specification: Yes No
- 6.10.11 Engine oil pressure gauge.
Meets Specification: Yes No
- 6.10.12 Radio: AM/FM/WB.
Meets Specification: Yes No
- 6.10.13 Electronic speedometer and tachometer.
Meets Specification: Yes No
- 6.10.14 Parking brake system: 2 valve system with indicator light.
Meets Specification: Yes No
- 6.10.15 Turn signal switch.
Meets Specification: Yes No
- 6.10.16 Intermitted wiper control.
Meets Specification: Yes No
- 6.11 **Electrical:**
- 6.11.1 Head lights: Halogen.
Meets Specification: Yes No
- 6.11.2 Marker lights: Five (5) small.
Meets Specification: Yes No
- 6.11.3 Stop, tail, turn lights with backup lamps at end of frame.
Meets Specification: Yes No

Initials of Bidder: 

- 6.11.4 Turn signal: front lamps.
Meets Specification: Yes No
- 6.11.5 Electrical: Automatic self-reset circuit breakers.
Meets Specification: Yes No
- 6.11.6 Back-up alarm-Preco 1040 electronic.
Meets Specification: Yes No
- 6.12 **Alternator:** 160 amp minimum.
Meets Specification: Yes No
- 6.13 **Battery:** Three (3) 12 V, Group 31 with threaded posts.
Meets Specification: Yes No
- 6.14 **Engine Equipment:**
- 6.14.1 Clutch: 15-1/2" dampened ceramic, solo, 7 spring, adjustment free.
Meets Specification: Yes No
- 6.14.2 Clutch release bearing: Zerk extension hose.
Meets Specification: Yes No
- 6.14.3 Torque limiting clutch brake.
Meets Specification: Yes No
- 6.14.4 Air cleaner: Side of hood air intake with firewall.
Meets Specification: Yes No
- 6.14.5 Oil check and fill.
Meets Specification: Yes No
- 6.14.6 Compressor: BW BA-921 or equal 15.9 CFM.
Meets Specification: Yes No

- 6.14.7 Discharge line: Teflon.
Meets Specification: Yes No
- 6.14.8 Engine protection: Electronic engine-integral shutdown protection system.
Meets Specification: Yes No
- 6.14.9 Exhaust: RH curved vertical tailpipe.
Meets Specification: Yes No
- 6.14.10 Exhaust Piping: 10' 0" height.
Meets Specification: Yes No
- 6.14.11 Muffler shield: Aluminum.
Meets Specification: Yes No
- 6.14.12 Fan drive.
Meets Specification: Yes No
- 6.14.13 Fan control: Automatic.
Meets Specification: Yes No
- 6.14.14 Fuel filter.
Meets Specification: Yes No
- 6.14.15 Full flow oil filter.
Meets Specification: Yes No
- 6.14.16 Coolant filter: Fleetguard or equal.
Meets Specification: Yes No
- 6.14.17 Radiator: 1500 sq in minimum aluminum.
Meets Specification: Yes No

Initials of Bidder: 

- 6.14.18 Heavy duty coolant: Ethylene glycol pre charged SCA to -34F.
Meets Specification: Yes No
- 6.14.19 Coolant hose: Gates or equal blue stripe hoses.
Meets Specification: Yes No
- 6.14.20 Constant tension clamps: Constant tension for coolant hoses.
Meets Specification: Yes No
- 6.14.21 Flywheel housing: aluminum.
Meets Specification: Yes No
- 6.14.22 Starter: Delco 12V 39 MT+HD/OCP or equal with thermal protection.
Meets Specification: Yes No
- 6.15 **Fuel Tank:** RH: 50 gallon minimum, aluminum; LH 80 gallon minimum, aluminum.
Meets Specification: Yes No
- 6.16 **Fuel System:** Equiflo or equal inboard fuel system.
Meets Specification: Yes No
- 6.17 **Dump Body:** Warren MSF-651 or equal.
Meets Specification: Yes No
- 6.18 **Manuals:** Operators, parts, service/technical. One complete set of each.
Meets Specification: Yes No
- 6.19 **Warranty:** One (1) year, 100% parts and labor.
Meets Specification: Yes No

7.0 UNIT BID PRICE:

Unit bid price, for one (1) new dump truck, as specified herein, FOB Fort Bend County, Texas:

\$ 98,747⁰⁰

8.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us).

Initials of Bidder:



CONTRACT SHEET
10-079

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 27th day of April, 2010, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and HOUSTON FREIGHT LINER (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Dump Truck** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 27th day of April 2010.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Lynn Dundee
Signature of Contractor

By: LYNN DUNDEE ACCOUNT MGR
Printed Name and Title

Initials of Bidder: RHP

**HOUSTON-GALVESTON AREA COUNCIL
GENERAL PROVISIONS
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into this 1st day of March, 20 10 by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County Road & Bridge, hereinafter referred to as the Contractor, having its principal place of business at 201 Payne Lane, Richmond, TX 77469.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant and Contract Management Standards ("UGMS") promulgated by the State of Texas and the state and federal statutes referenced therein.

ARTICLE 3 INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom. The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the contractor's ability to perform services under this Agreement.

ARTICLE 4 WHOLE AGREEMENT

The General Provisions, Special Provisions and Attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5 SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

ARTICLE 6 PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins March 1, 2010 and ends February 28, 2011.

ARTICLE 7 REPORTING REQUIREMENTS

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor hereunder. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefor. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

ARTICLE 8 PAYMENTS

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation Schedule in the Special Provisions.

ARTICLE 9 NON FUNDING CLAUSE

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article.

ARTICLE 10 INSURANCE

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

ARTICLE 11 REPAYMENTS

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 12 SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

ARTICLE 13 AUDIT

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit, requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules within 30 days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the H-GAC. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

ARTICLE 14 EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United State Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1)

personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 12 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of four (4) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 15 RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than four (4) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 13 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

ARTICLE 16 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the contractor may terminate its participation herein as authorized by Article 17.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

ARTICLE 17 TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 day days of such termination reflecting the services actually performed which have not appeared on any prior invoice, such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

ARTICLE 18 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 19 COPYRIGHTS

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and
- (b) Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

ARTICLE 20 OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of the H-GAC upon completion of this Agreement, or in

the event of termination or cancellation hereof, at the time of payment under ARTICLE 8 for work performed. All such data and material shall be furnished to H-GAC on request.

ARTICLE 21 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the H-GAC.

ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

ARTICLE 23 CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24 POLITICAL ACTIVITY; LOBBYING

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance exceeding \$100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 25 SECTARIAN INVOLVEMENT PROHIBITED

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence.

Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 27 TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor shall give credit to Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT) and H-GAC as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities which arise from this Agreement.

ARTICLE 29 DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 30 GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 31 ORDER OF PRIORITY

In the case of any conflict between the General Provision, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provision, General Provisions, and Attachments.

H-GAC and the Contractor have executed the Agreement as of the date first written above.

Jack Steele, Executive Director
Houston-Galveston Area Council

Don Massey, Fleet Manager
Fort Bend County Road & Bridge

Date

Date

SPECIAL PROVISIONS

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I. COMPENSATION

The Contractor shall be reimbursed by H-GAC for authorized costs in accordance with 48 CFR, Ch 1, Part 31 incurred in performance of the work set out in this Agreement as specifically described in Attachment A. Detailed records must be maintained to show actual time devoted and costs incurred. The total project cost of this agreement is Four Hundred Forty Thousand Five Hundred Dollars (\$400,500). Funding for this agreement includes, \$236,624 federal H-GAC; and \$203,876 local Contractor.

The Contractor agrees to bill H-GAC on a monthly basis for all allowable costs. The Contractor will submit a final invoice within sixty (60) days after the completion of work. Invoices submitted after this time will not be honored unless prior arrangements are made and approved in writing by H-GAC.

The total reimbursement under this contract shall not exceed Two Hundred Thirty-six Thousand Six Hundred Twenty-four Dollars (\$236,624). This amount is based on the Cost Estimate, attached hereto and identified as Attachment B. Federal matching funds shall not exceed 54% of the total estimated program cost. The Contractor will be responsible for securing the non-federal local matching funds 46% share required for financing the Alternative Fuels Grant Program. Costs incurred by the Contractor prior to the signed agreement will not be eligible for reimbursement. The Contractor shall comply with the cost principles established in OMB Circular A-87, "Cost Principles for State and Local Governments".

After execution of this contract, but prior to the performance of any work by the Contractor, Fort Bend County Road & Bridge will remit a check made payable to "Corporation for Regional Excellence" in the amount of \$710.00 as the cost reimbursement for the contract oversight fee H-GAC must pay to the State of Texas for this funding. If possible, include in the memo or note section of the check, a notation that the funds are for Clean Air Initiative oversight match and CSJ #912-71-884. Please include Tax ID number to ensure proper tax reporting and donor recognition.

H-GAC will reimburse the Contractor for all properly supported costs incurred under the terms and conditions of this agreement. The reimbursement of costs will only include those applicable federal participating funds. The Contractor shall submit the H-GAC billing template for all billings, attached hereto and identified as Attachment C, Financial Report, and/or other type of invoice acceptable to H-GAC to the following address:

Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777
Attention: Aquina Grover

All billing statements shall be properly documented. Billing statements arriving after the 10th day of the month shall not be processed for payment until after the 10th day of the succeeding month. H-GAC will make payment to the Contractor within sixty (60) days from receipt of the Contractor's request for payment, provided that the request is properly prepared, executed and documented. Unsupported charges or charges after final acceptance by H-GAC will not be considered eligible for reimbursement. If applicable or necessary, H-GAC will prepare a final audit upon completion of the services authorized herein or at any time audit is deemed to be in the best interest of H-GAC or the State.

2. AVAILABILITY OF EMISSIONS REDUCTION CREDITS

A project funded under this program may not be used for credit under any state or federal emissions reduction credit averaging, banking, or trading program. An emissions reduction generated by this project may not be used as a marketable emissions reduction credit or, to offset any emissions reduction obligation; and may be used to demonstrate conformity with the state implementation plan as a voluntary emission reduction program measure only.

3. CONTRACTOR PERSONNEL

The Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance. The Project Manager shall be Don Massey. In the event the Project Manager becomes no longer available to this project, a substitution of like personnel with similar qualifications can only be made after obtaining prior written approval of H-GAC.

4. INSPECTION OF WORK

H-GAC shall have the right to review and inspect the progress of the work described herein at all times.

5. PROPRIETARY RIGHTS

Contractor agrees not to release data or information about the results of the project to any person outside of H-GAC without first obtaining written authorization to release such information from H-GAC. Contractor shall be permitted to list H-GAC as a client for marketing purposes.

6. INSURANCE

H-GAC acknowledges that Contractor is governed by the Texas Tort Claims Act, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of Contractor. The Contractor represents to H-GAC that it either has adequate General Liability and Property insurance policies in place or sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act. The Contractor further represents to H-GAC that it either has workers' compensation insurance in the amount required by statute or is entitled to self-insure for workers compensation coverage under Texas law and has elected to do so.

7. PROGRESS REPORTS

During the term of the contract, the Contractor shall promptly advise H-GAC in writing of events which have a significant impact upon the contract, including:

- (1) Problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any state or federal assistance needed to resolve the situation.
- (2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. FINAL REPORT

The Contractor shall submit to H-GAC an annual progress report. This report will include, but not be limited to: total annual VMT per program vehicle, total annual fuel usage and cost per program vehicle, total annual maintenance costs

per program vehicle. H-GAC reserves the right to request any data necessary to monitor compliance with the Houston-Galveston Alternative Fuel Grant Program.

9. DISADVANTAGED BUSINESS ENTERPRISES

- (1) Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
- (2) DBE Obligation. The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

H-GAC has established a goal of 15% DBE participation in its FTA third party contracting opportunities. Therefore, any contract issued under this Agreement will carry a 15% DBE participation goal.

10. TITLE VI ASSURANCE

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (a) Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- (b) Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subContractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subContractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.
- (d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by H-GAC or the Department of Transportation (DOT) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of a Contractor and is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to H-GAC or the Department of Transportation, as appropriate and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the District shall impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. The Contractor shall take such action with respect to any subcontract or procurement as H-GAC may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subContractor or supplier as a result of such direction, the Contractor may request H-GAC to enter into such litigation to protect the interests of H-GAC and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable 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, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

12. ENERGY POLICY

Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt federal contracts, grants or loans, of facilities included on the EPA list for Violating Facilities.

14. DEBARRED BIDDERS

Contractor, including any of its officers or holders of a controlling interest, is obligated to inform H-GAC whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform H-GAC.

15. DRUG-FREE WORKPLACE

The Contractor agrees that if the Contractor is a recipient of more than \$25,000 in federal assistance through an H-GAC subcontract, the Contractor shall provide a "drug-free" workplace in accordance with the Drug-free Workplace Act (DFWA), March 18, 1989. For purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. The Contractor shall:

1. Publish a policy statement prohibiting the manufacture, distribution, dispensation, possession, or use of a controlled substance and notify employees of the consequences for violating this prohibition;
2. Establish a drug-free awareness program;
3. Provide each employee with a copy of its policy statement; and
4. Notify employees that, as a condition of employment, the employee must adhere to the terms of the statement and must notify the employer of any criminal drug offense within five days of conviction.

ATTACHMENT A
SCOPE OF WORK

Houston-Galveston Area Clean Cities / Clean Vehicles Program
Funded by
Congestion Mitigation / Air Quality Improvement Funds

The Houston-Galveston Area Clean Cities/Clean Vehicles Program (CC/CV) provides funding to public and private entities in order to assist efforts to maximize use of clean vehicles in regional fleets. This program is fuel neutral.

Program Goals

The primary goal of this program is to reduce the emissions of nitrogen oxides (NO_x), volatile organic compounds (VOC), and particulate matter (PM) emissions. Reductions in these emissions reduce the amount of ozone-producing chemicals in the air. Ancillary goals of the program include: reducing the cost to fleets for acquisition of clean vehicles; stimulating the development of clean fueling infrastructure; and stimulating additional public and private sector investment in clean vehicles and infrastructure.

Eligibility

Public or private entities are eligible to receive funding for projects that demonstrate cost effective emission reductions.

Examples of potentially eligible projects include:

- Purchase of new, low emission vehicles or engines
- Conversion of vehicles to cleaner fuel such that low emission status is achieved
- Retrofit of existing vehicles such that cleaner vehicle status is achieved
- Establishment or upgrade of publicly owned clean fuel refueling infrastructure (e.g., natural gas, propane, biodiesel, ultra-low sulfur diesel, E85, etc.)

Funding Categories

Funds will be used to reimburse the recipient for:

- Up to 75% of the incremental cost of the purchase price of original equipment manufactured (OEM) vehicle or engine.
- Up to 75% of the total cost of a conversion that involves operation on a clean fuel, or utilization of a retrofit technology that effectively reduces vehicle emissions. Diesel engine idling reduction technologies may also be funded under this program to the extent that emissions are reflected in the on-road regional emissions budget.
- Up to 75% for the establishment of publicly owned, on-site fueling facilities and other infrastructure needed to fuel clean vehicles.

Grant funds are intended for the purchase of new equipment – any financing (including lease-purchase) of project equipment must be approved by H-GAC in advance of project implementation.

The incremental cost is defined as the cost of an approved conversion of an existing or new vehicle or the additional cost of purchasing a new vehicle equipped to operate on at least one alternative fuel over the cost of a comparable new vehicle equipped to run on gasoline or diesel.

Requirements

- 1) Projects must reduce emissions from on-road motor vehicles in the Houston-Galveston non-attainment area. The Houston-Galveston non-attainment area consists of Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery and Waller counties.

- 2) Clean vehicles may include those fueled by alternative fuels approved by the U.S. Department of Energy (liquefied or compressed natural gas, propane, electricity, ethanol, methanol, hydrogen, biodiesel, P-Series and solar), or ultra-low sulfur diesel (ULSD, mandated October 2006, diesel emulsions and fuel additives provided that the reductions in ozone precursors (NO_x and VOC) can be demonstrated.
- 3) Funded vehicles – either new or conversions – must use 2007 certified/verified technology. Emission reductions may be verified by the EPA or the California Air Resources Board (CARB).
- 4) Costs associated with an obligation imposed by any local, state, and/or federal rule or regulation – including, but not limited to, Energy Policy Act (EPACT) or State Implementation Plan (SIP) requirements – are not eligible for funding.
- 5) On-road vehicles must travel a minimum of 12,000 miles annually and maintain a minimum of 75% vehicle operation hours within the Houston-Galveston non-attainment area. Vehicles purchased through the CC/CV Program must remain in the fleet for at least five years. Bi-fuel vehicles funded by this program will be required to operate the vehicles using the alternative fuel for a minimum of 75% of the annual vehicle miles in the Houston-Galveston non-attainment area. Verification of miles traveled or hours operated will be required.
- 6) Infrastructure projects funded by the H-GAC CC/CV Program must ensure public access to fueling facilities. Infrastructure must be in place and utilized for at least five years. Applicants must also supply information regarding the number and type of vehicles utilizing the fueling facilities.
- 7) Low-emission engines, vehicles, or technologies funded under the H-GAC CC/CV Program cannot be used to generate credit in any emissions banking and trading program, and may not be used to generate emission reduction credits in the Houston-Galveston non-attainment area.
- 8) Project selection is based upon emission reductions and cost effectiveness. Projects cannot exceed a “Capital Cost Effectiveness” of \$70,000 per ton of NO_x reduced per year and/or a “Cost Effectiveness” of \$7,000 per year per ton of NO_x reduced annually over the life of the project.
- 9) Projects funded by the H-GAC CC/CV Program may receive supplemental match funding from another incentive program such as the Texas Emission Reduction Plan (TERP). Supplemental funding sources must be disclosed in application.
- 10) Projects involving engine replacement require destruction of the baseline engine. Prior approval of destruction method is required. Proper documentation of engine destruction must be submitted to H-GAC.
- 11) To verify compliance, fuel-use, mileage, and maintenance records of the clean vehicles funded by this program will be made available for inspection by H-GAC or its designated agent. Compliance records will be requested by H-GAC on a quarterly basis in accordance with State rules and the Clean Air Act Amendments of 1990. If records do not exist or there is evidence that the 75 percent use requirement has not been met, reimbursement to H-GAC will be required.

- 12) Property (vehicle/engine) records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, the cost of the property, percentage of H-GAC participation in the cost of the property, the location, use and condition of the property, and the ultimate disposition data including the date of disposal and sale price of the property.
- 13) Should the cost to remove and destroy the baseline engine(s) be less than revenue received for the scrapped engine(s), this net revenue should be applied to the reimbursed cost of the replacement engine(s) to reduce total project cost.
- 14) The consultant/contractor shall not dispose of any equipment purchased through the CC/CV program prior to the conclusion of the project without express written consent/approval of H-GAC.

ATTACHMENT B
COST ESTIMATE

Fort Bend County Road & Bridge Project Specifications/Cost Estimate

Fort Bend County Road & Bridge (Fort Bend) will replace **5** existing diesel vehicles with **5** vehicles that meet or exceed 2010 diesel engine emission standards. The existing engines identified for this project will be destroyed. Congestion Mitigation/Air Quality (CMAQ) funds will be provided by the Houston-Galveston Area Council (H-GAC).

The engines identified for replacement for this project are listed below:

Unit no.	Engine serial number	Engine make	Engine model	Year	GVW	Miles per Year	NOx Reduction [ton/year]	Cost per engine	CMAQ fund %	CMAQ Funds (per unit)
RB0091	35000497	Cummins	ISM	2000	54,600	19,424	0.291	\$88,100	49.53%	\$43,634
RB0092	35000656	Cummins	ISM	2000	54,600	23,222	0.348	\$88,100	59.21%	\$52,166
RB7031	11846122	Cummins	ISM	1997	54,600	15,653	0.294	\$88,100	50.00%	\$44,069
RB7034	11846129	Cummins	ISM	1997	54,600	17,080	0.321	\$88,100	54.58%	\$48,087
RB01112	35035453	Cummins	ISM	2001	54,600	21,717	0.324	\$88,100	55.24%	\$48,668
TOTALS							1.578	\$440,500		\$236,624

Fort Bend will submit documentation to H-GAC on the program implementation and tracking of the engine replacement program. Any engines designated for retirement must be destroyed and documented in the same manner as those identified for replacement. The program implementation and tracking documents are required for reimbursement and project tracking and should address the following items:

- Engine destruction documentation
 - Method of engine destruction must make certain that the engine is permanently disabled. A hole in the engine block is required.
 - Engine destruction method must be approved by H-GAC prior to engine destruction.
 - Documentation of destroyed engines (including photos & destroyed engines affidavit) must be sent to H-GAC.
 - Documentation must include reference to Fort Bend vehicle identification number and engine serial number.
- Engine purchase information
 - Copy of paid purchase invoice from engine manufacturer and/or supplier supplemental documentation to accompany copy of paid invoice if engine price is not indicated on paid invoice. Invoice should indicate supplemental attachments. Grant funds are intended for the purchase of new equipment – any financing (including lease-purchase) of project equipment must be approved by H-GAC in advance of implementation.

- H-GAC must approve (in advance) any financing contracts related to the project (proof of financial responsibility for the life of the project must be provided). H-GAC will only make reimbursement for payments already paid by the consultant/contractor.
 - All grant funds (CMAQ) reimbursed to the fleet must be used to buy down the cost of the project (copies of cancelled checks or documentation of electronic transfer must be provided).
 - Documentation of engine emission standards. Engines must meet or exceed 2010 emission standards.
 - Total engine cost for this project is estimated to be **\$440,500**. **54%** of total engine purchase cost (**\$236,624**) will be reimbursed for this project.
 - All grant funds reimbursed to the fleet will be in the amount (and percentage) stated per individual unit on the Project Specification/Cost Estimate Table listed above.
- Quarterly reporting is required for five (5) years from the date of purchase of engines replaced or retrofitted with a Clean Vehicles grant. Report must include mileage, fuel consumption, and maintenance/repair records for funded vehicles/engines. Mileage documentation must include mileage accrued within the Houston-Galveston non-attainment area.

The H-GAC Board of Directors has approved a total project cost plus contingency of **\$125,000**. H-GAC will provide federal funding through Federal Congestion Mitigation Air Quality funds for an amount not to exceed **75%** of the total project cost. The federal CMAQ funding for this project is in the amount of **\$236,624** (**54%** of the total cost) and will be reimbursed to the fleet contractor in the amounts specified for each individual unit as per the "CMAQ Funds (Per Unit)" column of the Project Specification/Cost Estimate Table listed above. Fort Bend will be responsible for providing **\$203,876** (**46%** of the total project cost) as local matching funds.

The estimated total nitrogen oxide (NOx) reductions for this project are **1.578** tons per year. H-GAC will claim 100% of all the emission reduction credits achieved from the replacement and retirement of the above listed engines.

Should any components of the approved project become altered at any time Fort Bend will notify H-GAC in writing of the proposed project modification and any anticipated changes in emission reductions. Approval from H-GAC is required in advance of any implementation of project changes.

ATTACHMENT C
FINANCIAL REPORT

H-GAC TRANSPORTATION PROGRAM FINANCIAL REPORT

CONTRACTOR: Fort Bend County Road & Bridge	CONTRACT NO. TS8707-32	STATUS: ORIGINAL
		HGAC VENDOR ID:

Short Name:	Report No:	#	PROJECT/ Account	Cumulative Expenditures	BALANCE
Clean Cities/Clean Vehicles	Period				
Cost Category	Budget	Expenditures			
Total Project Cost	\$ 440,500.00			\$ -	
Reimbursement _____%	\$ 236,624.00			\$ -	
Less Salvage		(\$)		\$ -	
TOTAL CASH REQUEST	\$ 236,624.00	\$ -		\$ -	\$ -
Match					
Local Match _____%	\$ 203,876.00	\$			

I hereby certify that to the best of my knowledge and belief this expenditure report is complete and correct and that all expenditures are in accordance with the contract.

Authorized Official:

_____ signature

Date:

Report Prepared by:

Telephone:

HGAC use only

Approved by:

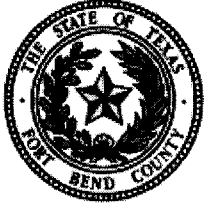
Finance:

Date

Date

COUNTY PURCHASING AGENT

Fort Bend County, Texas



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

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

April 7, 2010

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County Bid 10-079 – Dump Trucks

Please see attached ADDENDUM NO. 2.

Replace Page 13 with Amended Page 13. Amendment is specific to Section 6.0 Required Equipment, specifically 6.2 Wheelbase.

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Houston Freightliner Sterling Western Star
Company Name

Lynn R. [Signature]
Signature of person receiving addendum

4-7-10
Date

If you have any questions please contact this office.

Sincerely,

[Signature]

Debbie Kaminski, CPPB
Assistant Purchasing Agent



COUNTY PURCHASING AGENT
Fort Bend County, Texas

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

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

April 1, 2010

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 10-079 – Dump Trucks

Please see attached ADDENDUM NO. 1.

Replace Pages 1 and 24 with Amended Pages 1 and 24. Amendment is specific to extending submittal date to Thursday, April 15, 2010 (Page 1), and Section 9.0 Enclosure "Houston Galveston Area Council (HGAC) agreement.

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Houston Freightliner Sterling Western star
Company Name

[Signature]
Signature of person receiving addendum

4-7-10
Date

If you have any questions please contact this office.

Sincerely,

[Signature]

Debbie Kaminski, CPPB
Assistant Purchasing Agent