

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

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

WITNESSETH:

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

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

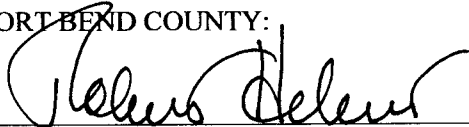
- A. An additional amount not-to-exceed \$2,716.00 per month shall be available for elevator maintenance services provided by Contractor in connection with the Project as described in Exhibit A & B. Contractor hereby agrees to provide the services as described in Exhibit A & B.
- B. Contractor's compensation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

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EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

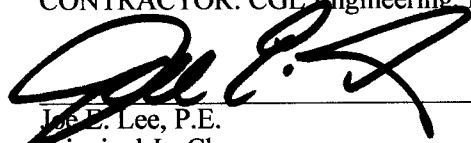

Robert E. Hebert, County Judge

Date 4-27-2010

Attest: 
Dianne Wilson, County Clerk

Approved:

CONTRACTOR: CGL Engineering, Inc.


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

Date 4/23/2010

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,264,938⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract.

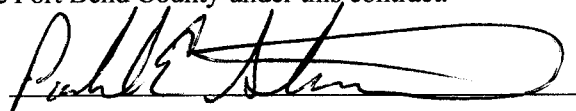

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Contractor's proposal dated April 14, 2010
Exhibit B: Services provided by Contractor
Exhibit C: Agreement dated September 1, 2009
Exhibit D: *Revised Contract calculation*

Exhibit A



Carter Goble Lee

April 14, 2010

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

Mr. Jalomo:

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Lee", is written over a horizontal line.

Joe Lee
Chief Executive Officer

Attached: ThyssenKrupp Platinum Premier Maintenance Agreement

Planning . Design . Program Management . Facility Maintenance

Providing Clients a World of Solutions for over 35 Years

CGL Engineering, Inc. » 2000 E. Turner Avenue » Everett, WA 98201
(425) 701-7000 » Fax: (425) 701-6000 » www.cgl-engineering.com

Exhibit B

Preventative Maintenance Program

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

ThyssenKrupp Elevator will perform the following services:

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

Full Coverage Parts Repair and Replacement

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

Maintenance Control Program

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

Quality Assurance

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

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

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

Service Requests during Normal Working Days and Hours

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

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

Overtime Service Requests

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

VIEW®

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

☐ **VISTA®** (Check box if included)

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

☐ **SoundNet®** (Check box if included)

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

☐ **Periodic Safety Testing** (Check box if included)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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

WITNESSETH:

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

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

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

ARTICLE I.
SCOPE OF SERVICES

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

A. Phase 1:

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

B. Phase 2:

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

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

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

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

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

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

ARTICLE II. COUNTY RESPONSIBILITIES

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

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

ARTICLE III. EXCLUSIONS

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

ARTICLE IV TERM & TERMINATION

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

ARTICLE V CONTRACTOR'S COMPENSATION

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

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

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

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

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

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

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

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

ARTICLE VI. STANDARDS

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

SECTION VII PERSONNEL, EQUIPMENT, AND MATERIAL

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

SECTION VIII CONTRACTOR'S INSURANCE REQUIREMENTS

- 8.01 Contractor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 8.02 Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, and term of coverage and limits of coverage. Contractor shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - B. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - C. Business Automobile Liability insurance with a combined Bodily Injury/Property

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

- D. Professional Liability insurance with limits not less than \$1,000,000.
 - E. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 8.03 All Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
 - 8.04 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
 - 8.05 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - 8.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

SECTION IX INDEMNIFICATION

- 9.01 CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT.
- 9.02 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 9.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- 9.03 County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Contractor in its defense of each such matter.
- 9.04 CONTRACTOR'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 9.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a

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

SECTION X DISPUTE RESOLUTION

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

XI NOTICE

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

A. If to Contractor:

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

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

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

Sheriff Milton Wright
1410 Ransom Road
Richmond, Texas 77469

with copy to:

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

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

SECTION XII REPORTS OF ACCIDENTS

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

SECTION XIII LIMITATIONS

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

SECTION XIV LIMIT OF APPROPRIATION

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

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

SECTION XV SUCCESSORS AND ASSIGNS

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

SECTION XVI PUBLIC CONTACT

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

SECTION XVII MODIFICATIONS

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

SECTION XVIII MISCELLANEOUS

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

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

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Exhibit C

SECTION XIX
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date

Attest:

Dianne Wilson, County Clerk

Approved:

CONTRACTOR: CGL Engineering, Inc.

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

Date

MER:I/Agr/CGL.Jail Maintenance.3689

AUDITOR'S CERTIFICATE

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

Ed Sturdivant, Fort Bend County Auditor

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

Exhibit D
Revised Contract Amount
September 21, 2009 through September 30, 2010 (Note 1)

Inv Date	Pmnt Date	Check #	Check Amt	Inv #	Vouch #	Description	Contract Amt	Reimb Amt	Total	Note
9/30/2009	1/5/2010	643304	40,845.00	Sep-09	236062	9/21-9/30/09 (1/3 of \$92,535 +startup)	30,845.00	10,000.00		(2)
10/31/2009	11/24/2009	641147	94,749.99	2349	221904	Oct 09 + Reimb	92,535.00	2,214.99		
11/30/2009	12/15/2009	642222	98,114.40	2365	229454	Nov 09 + Reimb	92,535.00	5,579.40		
1/6/2010	2/9/2010	645308	108,338.04	2381	248093	Dec 09 + Reimb	92,535.00	15,803.04		
2/3/2010	2/16/2010	645754	101,004.72	2387	251619	Jan 10 + Reimb	92,535.00	8,469.72		
3/3/2010	3/16/2010	647547	96,518.03	2405	260786	Feb 10 + Reimb	92,535.00	3,983.03		
4/1/2010	4/13/2010	649224	95,774.70	2417	270245	Mar 10 + Reimb	92,535.00	3,239.70		
5/1/2010						4/1-4/14/10 (1/2 of 92,535)	46,268.00			
5/1/2010						4/15-4/30/10 (1/2 of 95,251)	47,625.00			
6/1/2010						May 10	95,251.00			
7/1/2010						Jun 10	95,251.00			
8/1/2010						Jul 10	95,251.00			
9/1/2010						Aug 10	95,251.00			
10/1/2010						Sep 10	95,251.00			
						Reimbursables (4/1-9/30/10)	59,445.12			(3)
						Totals	<u>1,156,203.00</u>	<u>108,735.00</u>	<u>1,264,938.00</u>	

Notes:

- (1) Original certified amount stopped at 8/31/2010; Now corrected through 9/30/2010.
- (2) \$30,845 incorrectly allocated by vendor as reimbursable startup cost.
- (3) \$139,580 (original reimb amt) - \$30,845 (9/09 contract amt applied to reimb) - \$49,289.88 (reimb total through 3/31/10)