

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND   §

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

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

WITNESSETH:

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

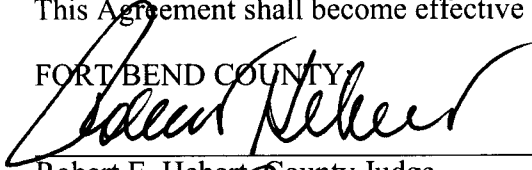
NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

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

### EXECUTION


This Agreement shall become effective upon execution by County.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

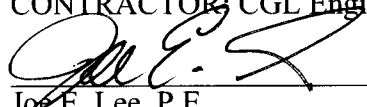
5-25-2010  
Date

Attest:

  
Dianne Wilson, County Clerk

Approved:

CONTRACTOR: CGL Engineering, Inc.

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

05-18-10  
Date

MER:I/Agr/CGL.Jail Maintenance.2ndAMEND.3885

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 95,651.00 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 26, 2010  
Exhibit B: Agreement dated September 1, 2009  
Exhibit C: First Amendment dated April 27, 2010

Exhibit A



Carter Goble Lee

April 26, 2010

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

Mr. Jalomo:

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

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

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

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

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

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

Sincerely,

Ine Waters

CC: Lieutenant Quam

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