

dollars and 35/100 (\$38,375.35). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 It is understood and agreed that payment will be made to Contractor by County based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

3.3 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

Article 4. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than forty-five (45) days after receipt of the Notice to Proceed. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article 5. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article 6. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this

Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

6.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article 7. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article 8. Insurance

8.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII 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:

8.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

8.1.2 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.

8.1.3 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.

8.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

8.1.5 Professional Liability insurance with limits not less than \$1,000,000.

8.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies (except Workers Compensation) written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

8.3 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 the contract; 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 that work under the Agreement is completed.

Article 9. Indemnity

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article 10. Confidential and Proprietary Information

10.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its

disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

10.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

10.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

10.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article 11. Independent Contractor

11.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.

11.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article 12. Contract Administration

12.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Sheriff's Office, 1410 Williams Way Blvd., Richmond, Texas 77469, Attention: Erik Stankus, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

12.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Rockley Interests, Inc. d/b/a DA Mid South, 10418 Rockley Road, Houston, Texas 77099 or such other place or places as Contractor may designate by written notice delivered to County.

Article 13. Compliance with Laws

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.

Article 14. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article 15. Applicable Law

This Agreement shall be construed under and 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.

Article 16. Successors and Assigns

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 the other party, in respect to all covenants of this Agreement.

Article 17. Publicity

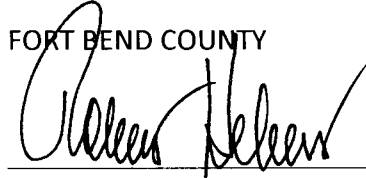
Contractor shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

Article 18. Conflict


In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 7 day of June, 2011.


FORT BEND COUNTY


Robert E. Hebert, County Judge

ROCKLEY INTERESTS, INC. d/b/a DA MID
SOUTH


Authorized Agent- Signature
JAMES E Barthel
Authorized Agent- Printed Name

ATTEST:


Dianne Wilson, County Clerk

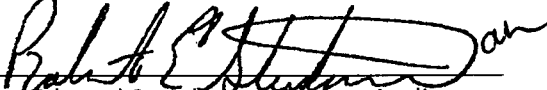
CEO
Title
5-24-2011
Date

PS: 3814: 05.24.11



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$38,375.³⁵ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A



We are pleased to submit this proposal for your consideration, proposal is valid for 30 days.

DA MID SOUTH
10418 ROCKLEY ROAD
HOUSTON, TEXAS 77099-3524
PHONE : 281-833-0090
FAX : 281-833-7878

Quote Date:	Account Rep:
28-Mar-11	Rex Comer

Security System for Missouri City Annex Revision 2
Fort Bend County
RFP 11-056

ATTN: Debbie Kaminski CPPB

Email: [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us)

SCOPE OF WORK	
Turnkey Security System as specified in RFP 11-056 without exception.	
Equipment list is provided below.	
All requested documents attached below including: insurance, licensing, qualifications and bond information.	
Total installation and labor excluding taxes is:	38,375.35
DA Mid South provides 1 year warranty of equipment and a 90 day labor warranty. Proposal is based on the points list listed below, and uninterrupted installation availability. Client delays may incur additional mobilization charges. Tax is not included. Please allow 4-6 weeks for equipment delivery, staging and scheduling. Terms: Payment for equipment on delivery, balance due on completion, progressive payments.	

Limited Warranty

The liability of DA under this warranty shall be limited to, at DA's sole discretion: the cost of parts and labor provided by DA to repair defects in materials and/or workmanship of the defective product; or to the exchange of the defective product for a replacement product; or to the granting of credit limited to the original cost of the defective product, and such repair, exchange or credit shall be the sole remedy available from DA, and, without limiting the foregoing in any way. DA is not responsible, in contract, tort or strict product liability, for any other losses, costs, expenses, inconveniences, or damages, whether direct, indirect, special, secondary, incidental or consequential, arising from ownership or use of the system, or from defects in workmanship or materials, including any liability for fundamental breach of contract.

This warranty applies only to those components installed and serviced by DA during the warranty period. When installed by DA, this warranty includes the cost of the parts or labor to remove or transport the defective product, or to reinstall the repaired or replacement product. Service charges for products that are not defective are not covered by this warranty.

DA shall not be liable to honor warranty terms if this product has been used in any application other than that for which it was intended, or if it has been subjected to misuse, accident, fire, Act of God, or modification by others.

Items that are believed to be defective must be reported to DA, with a specific description of the nature of the problem, along with the name and phone number of a contact person. Return freight charges following repair of items under warranty shall be paid by DA for shipment by standard ground carrier. In the event that repairs are found to be non-warranty, return freight costs shall be paid by the contact person at the return address. When required, expedited shipping shall be at the customer's expense.

DA accepts warranty service requests Monday through Friday from 8:00 a.m. to 4:30 p.m. Standard warranty service requests are typically handled through a 24 hour response policy. Additional charges apply when priority service response is required, either outside of normal hours or as a result of emergency circumstances, unless pre-negotiated service contract conditions exist.

Customers are responsible to determine who is authorized to make requests for after-hours service. Calls received after hours and on weekends are handled by an on-call technician who initially attempts to resolve the issue via phone. If a field visit is required, a service technician will be dispatched to the customer site. Normally serviced parts are kept in our warehouse. Major components can typically be obtained through our vendor partnerships within the manufactures standard lead times.

This warranty is in lieu of all other warranties, express or implied, which the Governing Law (being the law of the State of Texas) allows parties to contractually exclude, including, without limitation, warranties of merchantability, fitness for a particular purpose, durability or description of the product, its non-infringement of any relevant patents or trademarks, and its compliance with or non-violation of any applicable environmental, health or safety legislation; the term of any other warranty not hereby contractually excluded is limited such that it shall not extend beyond the date designated as substantial completion, to the extent that such limitation is allowed by the Governing Law.

DA Mid South shall not be held liable for installed alarm devices in reference to initiated false alarms due to locations of devices, issues that may cause the initiation of alarms beyond our control, or otherwise.

TERMS AND CONDITIONS

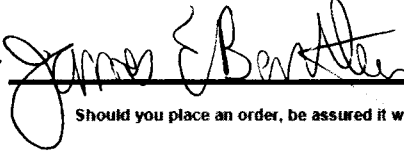
Payment: All payments shall be invoiced each month, Net 30 days on estimated percentage of completion and materials received, unless otherwise stated. All payments made by credit card shall require an additional 3%, before tax, on the invoiced total.

This proposal is based on an agreement through a standard AIA Contract.

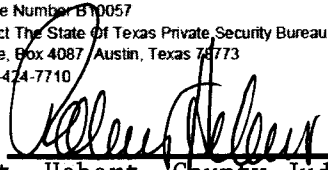
The prices and terms on this quotation are not subject to verbal changes or other agreements, unless approved in writing by the Corporate Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Workmen's Compensation insurance.

Texas License Number B10057
For Consumer Complaints Please Contact The State Of Texas Private Security Bureau
Located At : 5806 Guadalupe, Box 4087 Austin, Texas 78773
512-424-7710

BY



Accepted:


Robert Hebert, County Judge

Date:

5-24-2011

Should you place an order, be assured it will receive our prompt attention.

THANK YOU!

ASSUMPTIONS AND EXCEPTIONS

- 1 Work to be performed during normal business hours.
- 2 Power, network drops, ip addresses, UPS to be provided by owner.
- 3 Existing system that the annex will be tied into has sufficient existing reader capacity for adding 18 readers.

Equipment Parts List

Qty	Part Description
2	Double Magnetic Lock Systems with 1500 lb of holding force.
2	Oversized Permit Compliant Red Pneumatic Release Button
2	United Technologies: Two batteries pack, 12V / 7Ah for ACU RS & XL
18	Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, Closed Loop, Brown, 3/8" Gap Size
1	Diamond II 32 Reader pack Capacity license increase
1	ACURS2 - 2 reader panel, serial & LAN, with key locked enclosure, 5A BBU power supply (batteries optional)
1	ACUXL16 -16 remote reader panel, serial & LAN, with key locked enclosure, 8A BBU power supply (batteries optional)
4	RRE4, 4 Reader Interface with key locked enclosure
18	Traditional Model 941 Proximity Perfect reader", black, single-width electrical box mount, metal walls, 15' cable
4	Linear Wireless Door Release - Handheld Transmitter
2	Linear Wireless Receiver for Door Release - Interfaces with 2 doors
18	Request To Exit Dual Tech Sensor, White
18	Recessed Steel Door Contact w/Wire Leads, 1" Diameter, Brown, 1/2" Gap Size. Closed Loop
9	HES 5000 Fall Secure Door Strike
7	HES 4500 Fall Secure Door Strike
1	Door Sensor Power Supply
1	Door Sensor