

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND §

**PROFESSIONAL SOFTWARE SUPPLIER AGREEMENT  
 FOR BUILDING MANGEMENT SYSTEM  
 RFP 09-091**

**THIS AGREEMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and UR INTERNATIONAL, INC. (hereinafter referred to as "Contractor") authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide professional software implementation for a building management System in response to RFP 09-091, hereinafter referred to as the "Project;" and

WHEREAS, County and Contractor entered into an Agreement in 2010 for services under RFP 09-091; and

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

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**AGREEMENT**

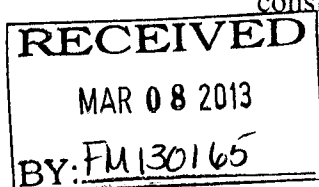
SECTION I  
 CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall provide the services described in Exhibit A, Proposal from Contractor dated December 7, 2012, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor agrees to complete the services called for in Section 1.01 within thirty (30) calendar days from the date of this Agreement.

SECTION II  
 CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed \$9,000.00.
- 2.02 Contractor shall submit invoices to County as detailed in Section 2.03 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated

4/3/13 3 originals returned to Laura at Facilities



by such invoice or of receipt or acceptance by County of the services covered by such invoice.

- 2.03 Contractor shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete and describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.
- 2.04 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.

### SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications 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.

### SECTION IV INSURANCE

- 4.01 Contractor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 4.02 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.
- 4.03 The policies specified in Section 4.02(A-C, & E) 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.
- 4.04 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.
- 4.05 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.
- 4.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

## SECTION V NOTICE

- 5.01 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. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.02 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

UR International, Inc.  
10701 Corporate Drive, Suite 286  
Stafford, Texas 77477  
Attn: Uprenda Sahu

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
301 Jackson  
Richmond, Texas 77469

Facilities Management & Planning Dept.  
Don Brady, Director  
301 Jackson  
Richmond, Texas 77469

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

#### SECTION VI LIMIT OF APPROPRIATION

- 6.01 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 contract, that County shall have available the total maximum sum of \$9,000.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, 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 \$9,000.00.

#### SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 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.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

#### SECTION VIII PUBLIC CONTACT

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

#### SECTION IX COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with the highest standards of Contractors practicing in the Greater Houston Metro Area, Texas applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

#### SECTION X OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports and other documents prepared pursuant to this Agreement by Contractor and his Contractors (deliverables).

- 10.02 No reuse fees or royalty payments will be paid to Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, reports, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

## SECTION XI INDEMNIFICATION

- 11.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 11.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

## SECTION XII MODIFICATIONS

This instrument contains 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 XIII MISCELLANEOUS

- 13.01 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.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 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

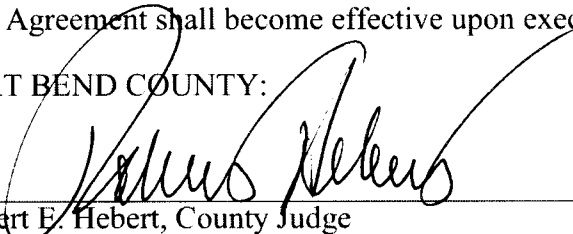
approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

#### SECTION XIV EXECUTION


This Agreement shall become effective upon execution by County.

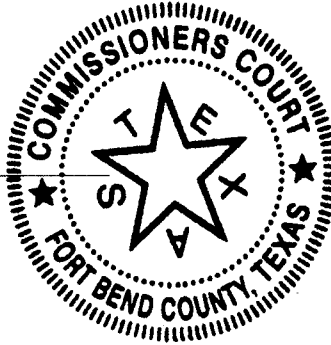
FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

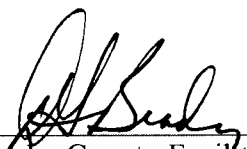
3-26-2013  
Date

Attest:

  
Dianne Wilson, County Clerk

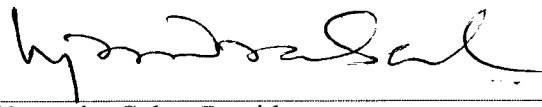


APPROVED:

By:   
Don Brady, County Facilities  
Management & Planning Director

3/18/13  
Date

CONTRACTOR: UR INTERNATIONAL, INC.

  
Uprendra Sahu, President

3/18/2013  
Date

I:MER:UR International.FMPD.3890.2013

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$9,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor dated December 7, 2012

EXHIBIT A

**UR International, Inc.**

10701 Corporate Dr., Suite 286, Stafford, TX 77477  
Tel: (713) 429-5041/Fax: 713-589-9103  
e-mail: upendra.saha@urinternational.com

December 7, 2012

Scott Hagan  
Fort Bend County  
900 Morton St.  
Richmond, TX

Dear Scott:

Enclosed please find the cost proposal for inclusion of invoices and/or expenses other than those that are PO based in the system to reflect actual spend correctly in the budget module of the Facility Management System.

Total cost to add this feature: \$9,000.00

Extension of time requested: 3 Weeks

In order for UR International to proceed on the work please indicate your approval by signing below.

Thank you.

Upendra Sahu  
UR International, Inc.  
10701 Corporate Dr., Suite 286  
Stafford, TX 77477  
Tel: 713-429-5041  
Fax: 713-589-9103

  
Owner Approval, Date 2/22/2013

\_\_\_\_\_  
Director Approval, Date

Fort Bend County uses various ways to procure goods and services without issuing a Purchase Order (PO). Including:

- P-Card (A County credit card is used for emergencies and/or one-time purchases)
- Interdepartmental Construction (IDC) (IDC will purchase items, referencing their own PO at the point of sale. The receipt is then turned in with the correct funding source, so as to not be charged against the IDC PO.)
- Invoice Transmittals (Invoices processed without a PO by court action)
- Journal Entry (Invoice has been processed where the funding source has to be moved from one account to another)

These payments are made by the County Auditor's Office Accounts Payable (AP) by entering the invoice into the General Ledger (GL) and tying directly to the AP module and not tying to the PO module. Currently these transactions do not flow into the newly implemented Facility Management System (FMS). The budget module utilizes PO and Requisition (PR) data to reflect actual expenses and balances. However, the invoices without a PO misrepresent the numbers since they are not shown on the budget lines.

It is necessary that the Facilities Department track all expenditures, including payments made by P-Card purchases, IDC purchases, invoice transmittals and journal entries, in addition to the PO and PR expenses currently tracked in the Facility Management System. The Facilities Department would like to record all such payments through a user interface, either by direct entry into the system or by upload files. This data would then reflect in the budget module.

As a part of the change proposal URI will do the following:

1. Design a PO like interface to store budgeted values against which invoices will be generated to show balance of funds
2. Develop user interface for the Facility Department to record P-Card and IDC payments, etc., and assign appropriate accounting information to the transaction
3. URI will create appropriate tables to store this information
4. Modify any and all current budget modules to reflect these transactions
5. Provide tracking of all changes and funds throughout the system
6. Provide the ability to notate changes for transfers between accounts and changes made to invoice to justify why the change was made.
7. Provide verification that a justification must be entered before changes are saved to the system for budgeting purposes.

The budget screen will display year-to-date amounts that include requisitions, PO's, P-Card, and IDC purchases, invoice transmittals and journal entry transactions. The balance will be calculated appropriately.

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[www.urinternational.com](http://www.urinternational.com)



The following are the major tasks involved in this change proposal:

- Design and develop User Interface / Screens (24 hours)
- Design and build tables to accommodate payment of invoices without the issuance of a PO(16 hours)
- Modify budget module to include data properly in various screens and reports in FMS (64 hours)
- Testing and deployment (16 hours)

#### **Timing & Cost**

This effort is estimated to take approximately 120 hours.

At a rate of \$75 per hour the cost will not exceed \$9,000.

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[www.urinternational.com](http://www.urinternational.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01-21-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AJ GALLAGHER RSK MGMT SVCS INC/PHS 615903 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford Lloyd's Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> UR INTERNATIONAL, INC. 10701 CORPORATE DR STE 286 STAFFORD TX 77477	<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input type="checkbox"/>	<input type="checkbox"/>	61 SBA PF8841	01/15/2013	01/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	61 SBA PF8841	01/15/2013	01/15/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology E&O	<input type="checkbox"/>	<input type="checkbox"/>	61 SBA PF8841	01/15/2013	01/15/2014	1,000,000/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 READING RD STE A  
ROSENBERG, TX 77471

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Tar Tailor*