

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR EQUIPMENT PURCHASE & INSTALLATION
 FORT BEND COUNTY FAIRGROUNDS**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Priefert Ranch Equipment, (hereinafter "Contractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to purchase certain equipment for the Fort Bend County Fairgrounds and the labor necessary for proper installation, as specified herein and in the attached Exhibit A; and

WHEREAS, Contractor represents that it has available the equipment and the expertise for the proper installation of the equipment.

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

AGREEMENT

Article I. Scope of Services

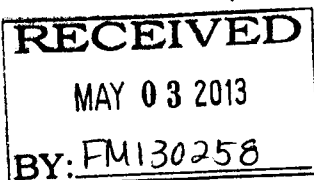
Contractor shall provide the ranch equipment identified in the attached Exhibit A, Quotation from Contractor dated April 16, 2013, and provide the proper installation of the equipment at the Fort Bend County Fairgrounds, hereinafter referred to as "the Project."

Article II. Compensation and Paymen

2.1 The Maximum Compensation for the Project as described in Exhibit A is \$111,726.36. In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

2.2 It is understood and agreed that payments will be made to Contractor by County based on the following procedures: upon delivery and installation of the Project.

2.3 Payment of an invoice will not be deemed acceptance of any equipment or installation. County may reject any item identified in Exhibit A if they do not comply with the needs of the County. County may elect to accept equipment if any item does not comply with the specifications communicated to Contractor.



Article III. Limit of Appropriation

3.1 Prior to 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 of this Agreement, that County shall have available the total maximum sum of \$111,726.35, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

3.2 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 \$111,726.35.

Article IV. Time of Performance

Contractor shall provide the equipment and complete the installation of the Project on or before May 24, 2013, or within such additional time as may be extended by the County at County's sole discretion

Article V. Modifications

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

Article VI. Termination

6.1 Termination for Default

6.1.1 County may terminate the whole or any part of this Agreement for cause without cancellation charge in the following circumstances:

6.1.1.1 If Contractor fails to perform within the time specified in Section IV. of this Agreement or any extension thereof granted by County in writing; or

6.1.1.2 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 thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

6.2 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 VII. Insurance

7.1 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:

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.1.4 Workers Compensation in accordance with the laws of the State of Texas or a current occupational and accident insurance policy administered under an ERISA plan in accordance with Texas and Federal Law.

7.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

7.3 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.

7.4 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 written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

Article VIII. 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 IX. Independent Contractor

9.1 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.

9.2 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 X. Contract Administration

10.1 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 Purchasing Agent, 301 Jackson, Richmond, Texas 77469, 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.

10.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Priefert Ranch Equipment, P.O. Box 1540, Mount Pleasant, Texas 75456-1540, or such other place or places as Contractor may designate by written notice delivered to County.

Article XI. Compliance with Laws

11.1 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 XII. Retention of Records

Contractor shall retain all documents related to this Agreement for a minimum of three (3) years from the later of completion of this project or any litigation, dispute, or audit related to this Agreement.

Article XIII. Warranty

Contractor warrants to County that equipment and installation provided will materially conform to all requirements and specifications required by County.

Article XIV. Assignment

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

Article XV. 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 XVI. Successors and Assigns

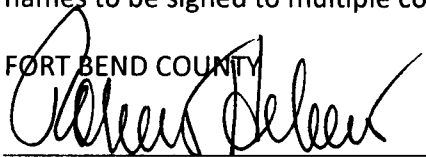
County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XVII. 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 date signed by County.

FORT BEND COUNTY



Robert E. Hebert, County Judge

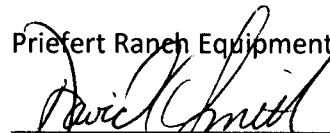
Date: 4-23-2013

ATTEST:



Dianne Wilson, County Clerk

Priefert Ranch Equipment

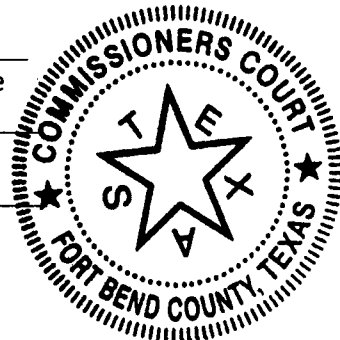


Authorized Agent- Signature

DAVID K. SMITH
Authorized Agent- Printed Name

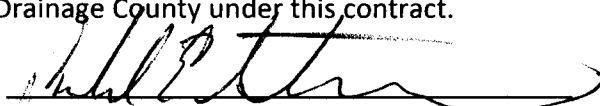
CFO
Title

4-22-13
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$111,726.35 to accomplish and pay the obligation of the Fort Bend County Drainage County under this contract.



Robert Edward Sturdivant, County Auditor

Exhibit A



P O Box 1540
Mount Pleasant, TX 75456-1540

Telephone..... 903-572-1
Fax..... 903-572-2

Quotation

Sold To: Fort Bend County Fairgrounds
301 JACKSON ST
RICHMOND, TX 77469-3108

Ship To: Fort Bend County Fairgrounds
4310 HWY 36 S
ROSENBERG, TX 77471-9108

Phone: 281-762-8818

Bill to: Fort Bend County Fairgrounds
301 JACKSON ST
RICHMOND, TX
77469-3108

Number..... GT-029470-5
Date..... 4/16/2013
Page..... 1 of 4
Sales order.....
PO Number..... many
Your ref.....
Our ref..... 00519
Quotation deadline..... 5/9/2013
Payment..... Cash in Advance
FOB..... FOB Origin - Quote
Ship Via..... TL
Invoice Account..... A-0049037
Cust Account..... A-0049037

Item number	Description	Quantity	Unit	Weight	Unit price	Unit	Amount
APAFGY	ARROW PEN ALLEY FRAME	2.00	Pc	148.00	141.68	Pc	283.96
APAFWGGY	ARROW PEN ALLEY FRAME w/Gate	1.00	Pc	74.00	148.94	Pc	148.94
APBG08GY	ARROW PEN BOW GATE	7.00	Pc	1,205.26	273.42	Pc	1,913.94
APGP14GY	ARROW PEN GATE PANEL 14'	1.00	Pc	683.40	1,121.58	Pc	1,121.58
APLP14GY	ARROW PEN LATCH PANEL 14'	1.00	Pc	161.97	319.92	Pc	319.92
APP14GY	ARROW PEN PANEL 14	1.00	Pc	154.20	319.92	Pc	319.92
BCLRbe/gly	B. CHUTE LEFT RUBBER	1.00	Pc	1,938.00	4,483.38	Pc	4,483.38
BCLRAObe/gly	B. CHUTE LEFT RUB. ADDON	2.00	Pc	3,120.00	3,409.38	Pc	6,818.76
BCPSLGY	BC PLATFORM STAIRS LEFT	1.00	Pc	100.11	229.40	Pc	229.40
BCPSRGY	BC PLATFORM STAIRS RIGHT	1.00	Pc	100.11	229.40	Pc	229.40
BCRRbe/gly	B CHUTE RIGHT RUBBER BE/	1.00	Pc	1,938.00	4,483.38	Pc	4,483.38
BCRRAObe/gly	B CHUTE RIGHT RUB ADDON BE/	2.00	Pc	3,120.00	3,409.38	Pc	6,818.76
BCSHRGY	BUCKING CHUTE STAIR HANDRL	2.00	Pc	62.96	59.52	Pc	119.04
PCG08GY	CORRAL GATE 8' w/CHAIN	1.00	Pc	75.00	108.50	Pc	108.50
RC98MBE	ROPING CHUTE MODEL 98	1.00	Pc	476.00	1,239.38	Pc	1,239.38
RCS98BE	ROPING CHUTE MODEL 98 SECTION	1.00	Pc	325.00	756.40	Pc	756.40
RCS98SCBE	RC STRIPPING CHUTE SECTION	1.00	Pc	0.00	829.56	Pc	829.56
RSP01GY	PANEL 1' ROUGH STOCK	2.00	Pc	40.00	83.70	Pc	167.40
RSP03GY	PANEL 3' ROUGH STOCK	2.00	Pc	108.00	109.74	Pc	219.48



P.O. Box 1540
Mount Pleasant, TX 75458-1540

Telephone..... 903-572-1741
Fax..... 903-572-2798

Sold To: Fort Bend County Fairgrounds
301 JACKSON ST
RICHMOND, TX 77469-3108

Ship To: Fort Bend County Fairgrounds
4310 HWY 36 S
ROSENBERG, TX 77471-9108

Phone: 281-762-8818

Bill to: Fort Bend County Fairgrounds
301 JACKSON ST
RICHMOND, TX
77469-3108

Quotation

Number..... QT-029470-5
Date..... 4/16/2013
Page..... 2 of 4
Sales order.....
PO Number..... mary
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RSPHGY	PANEL ROUGH STOCK HINGED	2.00 Pc	372.00	367.66 Pc	735.32
RSABF109GY	BOW FRAME ARENA 10'X9' RS	3.00 Pc	944.70	278.38 Pc	835.14
RSABG109GY	BOW GATE ARENA 10'X9' RS	10.00 Pc	2,250.00	489.18 Pc	4,691.80
RSABG129GY	BOW GATE ARENA 12'X9' RS	1.00 Pc	314.90	510.88 Pc	510.88
RSAFGY	ALLEY FRAME, ROUGH STOCK	2.00 Pc	148.00	146.64 Pc	293.88
RSAGRGY	ALLEY GATE, RS ROLL CMPL	8.00 Pc	2,064.00	515.84 Pc	4,126.72
RSAGSGY	ALLEY GATE, RS SWING CMPL	2.00 Pc	294.00	259.78 Pc	519.58
RSAP09GY	PANEL 8' ROUGH STOCK ARENA	1.00 Pc	77.00	138.88 Pc	138.88
RSAP10GY	PANEL 10' ROUGH STOCK ARENA	16.00 Pc	1,440.00	154.38 Pc	2,470.08
RSAP12GY	PANEL 12' ROUGH STOCK ARENA	76.00 Pc	8,208.00	166.78 Pc	12,675.28
RSAP14GY	PANEL 14' ROUGH STOCK ARENA	2.00 Pc	248.00	200.88 Pc	401.76
RSBF109GY	ROUGH STOCK BOW FRAME 10'X9'	3.00 Pc	363.00	202.12 Pc	606.36
RSBG057GY	BOW GATE 5'X7' RS	1.00 Pc	175.00	407.34 Pc	407.34
RSBG067GY	BOW GATE 6'X7' RS	1.00 Pc	207.00	425.32 Pc	425.32
RSBG079GY	BOW GATE 7'X9' RS	2.00 Pc	485.34	500.34 Pc	1,000.68
RSBG087GY	BOW GATE 8'X7' RS	2.00 Pc	500.00	466.24 Pc	932.48
RSBG099GY	BOW GATE 9'X9' RS	1.00 Pc	269.97	491.04 Pc	491.04
RSBG109GY	BOW GATE 10'X9' RS	30.00 Pc	9,060.00	507.78 Pc	15,233.40
RSBG129GY	BOW GATE 12'X9' RS	1.00 Pc	325.00	538.16 Pc	538.16
RSCP3GY	ROUGH STOCK CONN. POST 3-WAY	59.00 Pc	1,681.50	48.36 Pc	2,853.24
RSCP4GY	ROUGH STOCK CONN. POST 4-WAY	6.00 Pc	165.00	53.32 Pc	319.92
RSCP9MFGY	RS CONN. POST MALE/FEMALE 8'	24.00 Pc	648.00	49.60 Pc	1,190.40
RSCP9MFGY	RS CONN. POST MALE/FEMALE	2.00 Pc	42.00	44.02 Pc	88.04



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Mount Pleasant, TX 75456-1540

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Fax..... 903-572-2796

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RSG16GY	ROUGH STOCK GATE 16'	1.00 Pc	164.00	256.68 Pc	256.68
RSGA4GY	RS GENDER ADAPTOR 4-WAY	4.00 Pc	4.00	6.20 Pc	24.80
RSGA3GY	RS GENDER ADAPTOR 3-WAY	30.00 Pc	22.50	5.58 Pc	167.40
RSGPGY	ROUGH STOCK GATE POST	1.00 Pc	0.00	119.25 Pc	119.25
RSP05GY	PANEL 5' ROUGH STOCK	1.00 Pc	46.00	102.30 Pc	102.30
RSP06GY	PANEL 6' ROUGH STOCK	4.00 Pc	276.00	115.94 Pc	463.76
RSP10GY	PANEL 10' ROUGH STOCK	20.00 Pc	2,140.00	148.18 Pc	2,963.60
RSP12GY	PANEL 12' ROUGH STOCK	30.00 Pc	3,660.00	161.82 Pc	4,854.60
RSP16GY	PANEL 16' ROUGH STOCK	8.00 Pc	1,320.00	226.92 Pc	1,815.36
RSPMBFGY	PANEL RS MOUNT BRCKT FEMALE	3.00 Pc	36.00	32.86 Pc	98.58
RSPMBMGY	PANEL RS MOUNT BRCKT MALE	1.00 Pc	15.00	32.86 Pc	32.86
RSSF10GY	PANEL 10' ROUGH STOCK SHEET	4.00 Pc	728.00	247.38 Pc	989.52
RSSP08GY	PANEL 8' ROUGH STOCK SHEET	5.00 Pc	893.06	200.88 Pc	1,004.40
RSSPMBMGY	MOUNT BRCKT SHEET PNL MALE	1.00 Pc	15.00	37.20 Pc	37.20
RSWT10GY	WALK THRU 10' ROUGH STOCK	3.00 Pc	633.00	349.68 Pc	1,049.04
SP08GY	STEER PANEL 08'	6.00 Pc	415.56	171.12 Pc	1,026.72
SP08BPGY	STEER PANEL BOTTOM PIPE	3.00 Pc	30.00	26.04 Pc	78.12
SP08TPGY	STEER PANEL TOP PIPE	3.00 Pc	30.00	22.32 Pc	66.96
SP08BPGY	STEER 60 DEE BOTTOM PIPE	1.00 Pc	68.51	34.72 Pc	34.72
SP08IDGY	STEER 60 DEE 10 TURN PANEL	1.00 Pc	68.76	40.92 Pc	40.92



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SP90ODGY	STEER 90 DEE OD TURN PANEL	1.00 Pc	69.26	131.44 Pc	131.44
SP90TPGY	STEER 90 DEE TOP PIPE	1.00 Pc	66.51	31.62 Pc	31.62
HCCGGY	HINGE CLAMP CORRAL GATE W/FAST This Is The Hinge Clamp, Camage Bolt And Nut	2.00 Pc	0.00	1.88 Pc	3.72
REQUEST	SPECIAL REQUEST	2.00 Pc	0.00	341.00 Pc	682.00
these are the PRCAP17. for the side panels of the head and heel box. this needs to include the plywood in the corner. Paint GREY					
REQUEST	SPECIAL REQUEST	2.00 Pc	0.00	403.00 Pc	806.00
these are the PRCAPT12. for the back panels of the head and heel box. this needs to include the plywood in the corner. Paint GREY					
REQUEST	SPECIAL REQUEST	2.00 Pc	0.00	232.50 Pc	465.00
These are the PRCAG13.5 gates to close the front of the head and heel box off. paint GREY					
INSTALL	INSTALLATION	1.00 Pc	0.00	10,000.00 Pc	10,000.00

This installation will include all of the ready mix concrete, labor, and skytrack lift to install this arena. Installation does not include any dirtwork of any kind, locating or marking any under ground lines or demolition. This is the responsibility of the Fairgrounds. The arena must be clear of all objects that might interfere with installation and be ready for installation to begin once our crew arrives.

Total Weight	Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
54,903.58	109,601.35	0.00	2,125.00	0.00	0.00	111,728.35 USD