

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FISCAL YEAR 2013 RENEWAL
TURNKEY FACILITY MAINTENANCE, REPAIR & REPLACEMENT
SERVICES AGREEMENT
FORT BEND COUNTY JAIL - RFP 09-093

This Fiscal Year 2013 Renewal of 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, on September 1, 2009, County and Contractor entered into an agreement for turn-key maintenance and repair services at the Fort Bend County, located at 1410 Ransom Road, Richmond, Texas, (hereinafter referred to as "Services,") and as detailed in RFP 09-093, attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim; and

WHEREAS, throughout the term of the Agreement, several amendments were added to the Agreement to include maintenance and repairs for elevators, video visitation and radio tower(s);

WHEREAS, the parties now desire to renew the Agreement, include maintenance and repairs of the 911 call center and remove from the Agreement the Gus George Academy, Patrol Building and Auto Theft Building; 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 herein and as in Contractor's proposal dated September 5, 2012, Reimbursable Cost Procedures and Contractor's response to RFP 09-093, attached hereto as Exhibit A, B & C, 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 I:

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 subject to this Agreement comprised of the following:

Fort Bend County Jail	Building Area (sq.ft.)
Jail	306,300
Jail Addition	249,186
911 Call Center	5,680

1.03 Contractor shall provide the following services:

- A. Deliver high-quality maintenance planning and preventive maintenance services, consisting of "round-the-clock" response.
- 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. Repairs and/or replacements that exceed \$500 in material cost will be reimbursable to Contractor as provided in Exhibit B.
- 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 at 12:00 a.m. on October 1, 2012 and shall terminate on or before 11:59 p.m. on September 30, 2013. 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.
- 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 as described in Exhibit A. The monthly payment below shall provide for all labor, materials and repairs and/or replacements that cost \$500 or less pursuant to Section 1.09 and Exhibit B. No additional payment will be considered without specific written prior approval from County.

Category	Monthly Fee	No. of Months	Annual
Maintenance – Base Fee	\$97,388.66	12	\$1,168,664.00
New Generator and ATS			\$2,280.00
CPI Increase 2%			\$29,216.00
Total			\$1,200,160.00

- 5.02 County shall pay Contractor the monthly compensation in accordance with the schedules in Sections 5.01 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.
- 5.03 In addition to Contractor's compensation as provided in Section 5.01 above, County shall keep and maintain a contingency fund in the amount of \$100,000 for repairs and/or replacements provided by Contractor that cost \$501 or more, pursuant to Section 1.09 above.
- 5.04 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.
- 5.05 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 determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, County shall promptly reimburse Contractor for its costs of defense.
- 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:

Carter Goble Lee Companies
Mr. Joe E. Lee, PE, CEO
11790 Northfall Lane, Suite 403
Alpharetta, GA 30009

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

Sheriff Milton Wright
1410 Ransom Road
Richmond, Texas 77469

with copy to:

Gilbert Jalomo
Fort Bend County Purchasing Agent
301 Jackson
Richmond, Texas 77469

- 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 \$1,200,160.00 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 \$1,200,160.00 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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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: CARTER GOBLE LEE COMPANIES.

Joe E. Lee, PE, CEO

Date

MER. I/Agr/CGL Jail Maintenance. 2011 Renewal 3689

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,200,160.00 + \$100,000 for County's Contingency, 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 September 5, 2012
Exhibit B: Reimbursable Cost Procedures
Exhibit C: Contractor's Response to RFP 09-093 dated July 16, 2009