

January 15, 2008

IMAGED 371 PAGES  
ON 1-25-08  
DATE

**NOTICE OF MEETING  
FORT BEND COUNTY COMMISSIONERS COURT  
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS  
TUESDAY, JANUARY 15, 2008  
1:00 O'CLOCK P.M.**

**AGENDA**

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Patterson.
3. Approve minutes of regular meeting held on January 8, 2008.
4. Announcements and Public Comments.
5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:
  - A. Approval of replat of Fulbrook, Section Two "E", Replat of Lots 6 and 7, Block 3, Precinct 3.
  - B. Acceptance of the traffic control plan for Twin Oaks Village, Section 12, Pct. 3.
  - C. Acceptance of the traffic control plan for Waterview Estates, Section 6, Pct. 3.

**CONSENT AGENDA ITEMS 6 - 15:**

6. **OUT OF STATE TRAVEL:** Approve out-of-state travel requests for County personnel:
  - A. **Risk Management:** Darlene Wiegat and Zelda Blue to San Diego, California, March 9-12, 2008, to attend the National State and Local Government Benefits Association (SALGBA) Annual Conference. (Fund: Risk Management, Travel)
  - B. **Sheriff's Office:**
    - 1) Keith Carter and Wes Webber to Richmond, Virginia, January 16-17, 2008, to return prisoner on bench warrant. (Fund: Sheriff, Enforcement, Travel)
    - 2) Hal Knight to Claiborne, Louisiana, January 17, 2008, to return prisoner on bench warrant. (Fund: Sheriff, Enforcement, Travel)
    - 3) Hal Knight and Moses Perez to El Dorado, Kansas, January 23-24, 2008, to transport prisoner to Fort Bend County on bench warrant. (Fund: Sheriff, Enforcement, Travel)
7. **COUNTY JUDGE:**
  - A. Approve the reappointment of Marvin Marcell and Bobby Kunz to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2008.
  - B. Approve Agreement for Usage of County Property between Fort Bend County and XL Films, Ltd. for use of County courtroom on Saturday, January 19, 2008.

8. **COMMISSIONER, PCT. 1:** Approve Project Agreement between Fort Bend County and City of Arcola to provide assistance with repaving McKeever Road within City limits (Mobility Bond Project #28), County expense not to exceed \$1,005,000. (Fund: Mobility Bonds)
9. **CONSTABLE, PCT. 1:** Record into Minutes the Racial Profiling Annual Report for 2007 from the Fort Bend County Constable Precinct 1 Office.
10. **ENGINEERING:**
  - A. Approve correction to funding source for Agenda Item No. 32 on December 11, 2007, authorizing the County Attorney to incur additional litigation expenses in the amount of \$20,000.00 regarding Cause No. 32983; The State of Texas and Fort Bend County, Texas vs. Asgor, Ltd., et al.; In the County Court at Law No. 3 of Fort Bend County, Texas. (Fund: Right of Way; Capital Acquisition)
  - B. Approve payment of Invoice No. 2742 in the amount of \$9,282.50 to PAS Property Acquisition Services for various right of way acquisitions, Precincts 1, 2, 3, and 4) (Fund: Capital Outlay, Capital Acquisitions)
  - C. Approve application from Hurtado Construction Company to construct an outfall into Willow Fork of Buffalo Bayou, Precinct 3.
  - D. Approve application by S.C.S. Construction Management, Inc. to construct a driveway tie-in onto South Street, Precinct 1.
  - E. Approve application from Verizon to bore under and bury cable along Mistletoe Lane, Precinct 1.
  - F. Approve application from W.W. Payton Corporation to construct a driveway tie-in onto Cansfield Way, Precinct 3.
  - G. Approve application from Cedarwood Development / Tri-C Construction Co., Inc. to construct a left turn lane on Grand Mission Blvd., Precinct 3.
  - H. Approve application from Clearwater Utilities, Inc. to bore a water line under Sansbury Blvd., Precinct 1.
  - I. Approve the plat for Crossing at Riverstone, Section 3 Partial Replat No. 1, Precinct 4.
  - J. Accept the streets in Seven Meadows, Section 15 and release bond #SU5018586 in the amount of \$628,320.00, Pct. 3.

|                            |                    |
|----------------------------|--------------------|
| Gaston Road                | 1,093.44 LF        |
| Willowleaf Garden Crossing | 789.44 LF          |
| Hawthorne Garden Way       | 561.70 LF          |
| Silkbay Meadow Drive       | 772.16 LF          |
| Graceful Oak Crossing      | 1,523.38 LF        |
| Iron Tree Lane             | 998.30 LF          |
| Dillon Creek Lane          | 1,169.98 LF        |
| Madrone Meadow Drive       | 445.72 LF          |
| Sunflower Meadow Lane      | 352.35 LF          |
| Rose Bush Trail            | 473.01 LF          |
| <b>TOTAL:</b>              | <b>8,179.48 LF</b> |

**ENGINEERING (Continued)**

- K. Accept the streets in Seven Meadows, Section 16 and release bond #5016544 in the amount of \$317,660.00, Pct. 3.**

|                      |                    |
|----------------------|--------------------|
| Shambala Way         | 628.52 LF          |
| Cattle Call Way      | 274.98 LF          |
| Hawthorne Garden Way | 597.48 LF          |
| Silkbay Meadow Drive | 507.32 LF          |
| Sweet Melissa Drive  | 677.74 LF          |
| Madrone Meadow Court | 191.45 LF          |
| Dillon Creek Lane    | 885.47 LF          |
| Madrone Meadow Drive | <u>926.12 LF</u>   |
| <b>TOTAL:</b>        | <b>4,689.08 LF</b> |

- L. Accept the streets in River's Edge, Section 4 and release bond #8197-30-56 in the amount of \$96,880.00, Pct. 1.**

|                  |                    |
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| River Briar Lane | 686.45 LF          |
| Stoneport Court  | 188.30 LF          |
| Old River Lane   | <u>455.00 LF</u>   |
| <b>TOTAL:</b>    | <b>1,329.75 LF</b> |

- M. Accept the streets in River's Edge, Section 10 and release bond #8195-99-97 in the amount of \$94,010.00, Pct. 1.**

|                       |                    |
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| Misty River Lane      | 559.35 LF          |
| Catalina Breeze Court | 172.82 LF          |
| Summer Trace Lane     | <u>832.98 LF</u>   |
| <b>TOTAL:</b>         | <b>1,565.15 LF</b> |

- N. Accept the streets in Lakemont Cove, Section 3 and release bond #929369460 in the amount of \$164,291.40, Pct. 3.**

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| Bright Lake Bend Lane  | 427.23 LF          |
| Flower Croft Court     | 930.33 LF          |
| Bright Lake Bend Court | <u>1,004.46 LF</u> |
| <b>TOTAL</b>           | <b>2,362.02 LF</b> |

- O. Accept the streets in Grand Meadow, Section 2 and release bond #6370050 in the amount of \$216,305.60, Pct. 3.**

|                       |                    |
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| Leirop Drive          | 618.52 LF          |
| Magellan Manor Drive  | 59.03 LF           |
| Drewfalls Drive       | 444.09 LF          |
| Drewfalls Court       | 164.00 LF          |
| Linwood Terrace Drive | 569.38 LF          |
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| Nicecrest Drive       | 298.04 LF          |
| Marshaven Way         | 401.59 LF          |
| Descartes Drive       | <u>281.83 LF</u>   |
| <b>TOTAL</b>          | <b>3,297.97 LF</b> |

**ENGINEERING (Continued)**

- P. Accept the streets in River's Edge, Section 3 and release bond #8197-30-48 in the amount of \$92,260.00, Pct. 1.**
- |                     |                    |
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| Silver Creek Circle | 1,025.19 LF        |
| Pearlstone Court    | <u>177.90 LF</u>   |
| <b>TOTAL:</b>       | <b>1,203.09 LF</b> |
- Q. Accept the streets in Country Lakes at Grayson Lakes, Section 6 and release bond #SU5019692 in the amount of \$297,080.00, Pct. 3.**
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| Lakeside Crossing    | 1,315.50 LF        |
| Crystal Meadow Place | 606.94 LF          |
| Lake Grayson Drive   | 2,030.12 LF        |
| Scarlet Trail Court  | 268.26 LF          |
| Spice Trail Court    | <u>380.76 LF</u>   |
| <b>TOTAL</b>         | <b>4,601.60 LF</b> |
- R. Accept the streets in Country Lakes at Grayson Lakes, Section 7 and release bond #SU5004210 in the amount of \$305,900.00, Pct. 3.**
- |                   |                    |
|-------------------|--------------------|
| Fern Mist Court   | 158.96 LF          |
| Silver Brook Lane | 2,015.82 LF        |
| Fern Mist Lane    | 600.03 LF          |
| Round Moss Lane   | 272.79 LF          |
| Fenton Rock Lane  | 216.37 LF          |
| Fox Path          | 164.92 LF          |
| River Path        | 387.28 LF          |
| Fern Bend Lane    | <u>665.33 LF</u>   |
| <b>TOTAL</b>      | <b>4,481.50 LF</b> |
- S. Accept the streets in Country Lakes at Grayson Lakes, Section 9 and release bond #SU5012706 in the amount of \$176,680.00, Pct. 3.**
- |                   |                    |
|-------------------|--------------------|
| Laurel Wick Court | 250.00 LF          |
| Fox Path Court    | 141.28 LF          |
| Fenton Rock Lane  | 609.73 LF          |
| Fox Path          | 891.49 LF          |
| Mossy Path Lane   | <u>566.66 LF</u>   |
| <b>TOTAL</b>      | <b>2,459.16 LF</b> |
- T. Set public hearing for acceptance of the traffic control plan for Seven Meadows, Section 15, and Section 16, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- U. Set public hearing for acceptance of the traffic control plan for River's Edge, Section 3, Section 4, and Section 10, Pct. 1. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- V. Set public hearing for acceptance of the traffic control plan for Lakemont Cove, Section 3, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- W. Set public hearing for acceptance of the traffic control plan for Grand Meadow, Section 2, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- X. Set public hearing for acceptance of the traffic control plan for Country Lakes at Grayson Lakes, Section 6, Section 7, and Section 9, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**



**11. FACILITIES MANAGEMENT & PLANNING:**

- A. Approve correction to map and legal description for the Easement to be conveyed to the City of Richmond, as authorized by Commissioners Court on March 27, 2007, Agenda Item No. 36C.**
- B. Approve payment of Invoice Nos. TMG-307R2 and TMG 326R for a total amount of \$21,694.43 to The Maddox Group, Inc. for professional services provided regarding the Sienna Library Project. (Fund: Sienna Plantation Library Project)**
- C. Approve payment of Invoice No. 1491 in the amount of \$63,343.89 to Carter Goble Lee for professional services performed regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
- D. Approve payment of Invoice No. 1498 in the amount of \$61,750.00 to Carter Goble Lee for professional services performed regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
- E. Approve payment of Invoice No. 88612 in the amount of \$62,876.25 to Rosser International for professional services performed regarding the Jail Expansion Project. (Fund: Facility Bond Project)**

**12. HUMAN RESOURCES: Approve fourteen days of extended sick leave for an employee of the Road & Bridge Department, Position No. 6111-0112.**

**13. PURCHASING: Authorize advertising for bids for:**

- A. Furniture for Libraries; and**
- B. Construction of Needville Service Center.**

**14. SHERIFF'S OFFICE: Approve renewal of Interlocal Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 4 for use of the County's Public Safety Radio System effective October 1, 2007 through September 30, 2008.**

**15. TAX ASSESSOR/COLLECTOR: Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on January 7, 2008, for an amount totaling \$15,675.42.**

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**16. COUNTY JUDGE: Take all appropriate action to approve Agreement between Fort Bend County and Harris County defining the negotiations with the Texas Department of Transportation on future construction of State Highway 99 (Grand Parkway) as required by 79<sup>th</sup> Legislature Senate Bill 792.**

17. COMMISSIONER, PCT. 1: Take all appropriate action to approve the Easement by Fort Bend County to CenterPoint Energy in order to provide electrical service to the Fresh Water Supply District#1 Water Plant.
18. AUDITOR: Take all appropriate action on Agreement between Fort Bend County and Brazos Bend Guardianship Services for a local legal guardianship program to enable low-income residents legal representation for incapacitated persons, effective from October 1, 2007 through September 30, 2008.
19. CONSTABLE, PCT. 4: Take all appropriate action on request to transfer the amount of \$19,976 from Non-Departmental Contingency into Constable, Precinct 4 salary line items as detailed on Budget Officer's form dated January 4, 2008, to allocate funds for increased compensation of Temporary Acting Constable through September 30, 2008.
20. COUNTY ATTORNEY: Take all appropriate action to authorize payment by Invoice Transmittals in the amounts indicated to vendors listed for services or supplies received without a purchase order (funded by County Attorney, Fees):

|                 |  |
|-----------------|--|
| AT&T            | \$55.49 for wireless services;                 |
| West Group      | \$821.99 for legal publications/subscriptions; |
| Nextel (Sprint) | \$159.13 for cellular phone service.           |
21. ENGINEERING:
  - A. Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and Chiang, Patel, & Yerby, Inc. for services provided for the expansion of Katy-Flewellen Road, Mobility Project No. 734, for an amount not to exceed \$860,000; Precinct 3. (Fund: Mobility Bonds)
  - B. Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and Landtech Consultants, Inc. for services provided for the expansion of Mason Road, Mobility Project No. 735, for an amount not to exceed \$450,000; Precinct 3. (Fund: Mobility Bonds)
22. FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on First Amendment to Agreement for Design/Build Services on the Rehabilitation of Historic Dew Plantation House, for an additional amount of \$144,128. (Fund: Facility Bond Project)

23. LIBRARY:

- A. Take all appropriate action on the Texas State Library and Archives Commission Contract for Services for payment of funds to Fort Bend County libraries for loaning or providing copies of library materials to all Texas public, academic, and special libraries.
- B. Take all appropriate action on request to transfer the amount of \$113,000 as detailed on Auditor's form dated January 9, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds received for Library Donations for FY 2008.

24. PURCHASING:

- A. Take all appropriate action to purchase telecommunications equipment maintenance from Datavox, Inc. through State of Texas Department of Information Resources contract DIR-SDD-272. (Fund: Information Technology, Fees)
- B. Take all appropriate action on Design/Build Agreement between Fort Bend County and Bass Construction in an amount not to exceed \$136,000 for the Tax Assessor Collector Facility. (Fund: Facility Bond Project)
- C. Take all appropriate action on Program Management Agreement between Fort Bend County and Crain Zamora in an amount not to exceed \$75,000 for the Precinct 3 Facility. (Fund: Facility Bond Project)

25. Approve Bills.

26. ENGINEERING: Workshop to discuss the Phase II MS4 Storm Water Management Plans and Notices Of Intent (NOI) for the Fort Bend County Drainage District, Fort Bend Parkway Road District No. 1, and Fort Bend County, Precincts 1, 2, 3, and 4.

27. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:


§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property.

Land Matters, Precinct 3; Right of Way, Westpark Toll Road.

January 15, 2008

28. Reconvene Open Session and consider taking action on the following matters:  
§ 551.072. Deliberation Regarding Real Property.  
Land Matters, Precinct 3; Right of Way, Westpark Toll Road.
29. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.



Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, January 11, 2008, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: [www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us) under Commissioners Court.

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NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

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NOTICE

The County Commissioners Court of Fort Bend County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

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FILED FOR RECORD

NO. \_\_\_\_\_ TIME 11:55 AM P.M. CM

JAN 11 2008 CM



County Clerk Fort Bend Co. Tex.

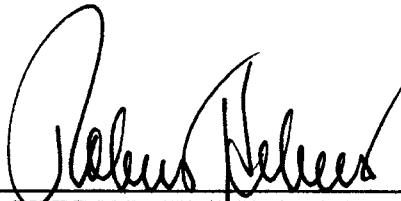
**APPROVAL OF MINUTES  
COMMISSIONERS COURT  
FORT BEND COUNTY**

**I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 15th day of January, 2008.**



**DIANNE WILSON, COUNTY CLERK**

**Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 22th day of January, 2008.**



**ROBERT E. HEBERT, COUNTY JUDGE**

January 15, 2008

**Approved**

**MINUTES**

**BE IT REMEMBERED, That on this 15th DAY of JANUARY, 2008, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:**

|                               |                         |
|-------------------------------|-------------------------|
| ROBERT E. HEBERT              | COUNTY JUDGE            |
| TOM D. STAVINOHA              | COMMISSIONER PRECINCT 1 |
| GRADY PRESTAGE                | COMMISSIONER PRECINCT 2 |
| ANDY MEYERS                   | COMMISSIONER PRECINCT 3 |
| JAMES PATTERSON               | COMMISSIONER PRECINCT 4 |
| SHERRY FISK for DIANNE WILSON | COUNTY CLERK            |

**When the following were heard and the following orders were passed:**

**1. Call to Order.**

Call to Order by Judge Hebert at 1:02 p.m.

**2. Invocation and Pledge of Allegiance by Commissioner Patterson.**

Invocation and Pledge of Allegiance by Commissioner Patterson.

**3. Approve minutes of regular meeting held on January 8, 2008.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on January 8, 2008.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**4. Announcements and Public Comments.**

No public comments.

Judge Hebert announced that January 21, 2008 is a county holiday for Dr. Martin Luther King Jr.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:**
- A. **Approval of replat of Fulbrook, Section Two "E", Replat of Lots 6 and 7, Block 3, Precinct 3.**
  - B. **Acceptance of the traffic control plan for Twin Oaks Village, Section 12, Pct. 3.**
  - C. **Acceptance of the traffic control plan for Waterview Estates, Section 6, Pct. 3.**

Public hearing held. No public comments.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve item 5 A – C.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**CONSENT AGENDA ITEMS 6 - 15:**

6. **OUT OF STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
- A. **Risk Management: Darlene Wiegat and Zelda Blue to San Diego, California, March 9-12, 2008, to attend the National State and Local Government Benefits Association (SALGBA) Annual Conference. (Fund: Risk Management, Travel)**
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    - 1) **Keith Carter and Wes Webber to Richmond, Virginia, January 16-17, 2008, to return prisoner on bench warrant. (Fund: Sheriff, Enforcement, Travel)**
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- A. **Approve the reappointment of Marvin Marcell and Bobby Kunz to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2008.**
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9. **CONSTABLE, PCT. 1: Record into Minutes the Racial Profiling Annual Report for 2007 from the Fort Bend County Constable Precinct 1 Office.**

**10. ENGINEERING:**

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| <b>TOTAL:</b>        | <b>4,689.08 LF</b> |



**Item 10 continued – Engineering:**

- L. Accept the streets in River's Edge, Section 4 and release bond #8197-30-56 in the amount of \$96,880.00, Pct. 1.**

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| Scarlet Trail Court  | 268.26 LF          |
| Spice Trail Court    | <u>380.76 LF</u>   |
| <b>TOTAL</b>         | <b>4,601.60 LF</b> |

**Item 10 continued – Engineering:**

- R. Accept the streets in Country Lakes at Grayson Lakes, Section 7 and release bond #SU5004210 in the amount of \$305,900.00, Pct. 3.**

|                          |                         |
|--------------------------|-------------------------|
| <b>Fern Mist Court</b>   | <b>158.96 LF</b>        |
| <b>Silver Brook Lane</b> | <b>2,015.82 LF</b>      |
| <b>Fern Mist Lane</b>    | <b>600.03 LF</b>        |
| <b>Round Moss Lane</b>   | <b>272.79 LF</b>        |
| <b>Fenton Rock Lane</b>  | <b>216.37 LF</b>        |
| <b>Fox Path</b>          | <b>164.92 LF</b>        |
| <b>River Path</b>        | <b>387.28 LF</b>        |
| <b>Fern Bend Lane</b>    | <b><u>665.33 LF</u></b> |
| <b>TOTAL</b>             | <b>4,481.50 LF</b>      |

- S. Accept the streets in Country Lakes at Grayson Lakes, Section 9 and release bond #SU5012706 in the amount of \$176,680.00, Pct. 3.**

|                          |                         |
|--------------------------|-------------------------|
| <b>Laurel Wick Court</b> | <b>250.00 LF</b>        |
| <b>Fox Path Court</b>    | <b>141.28 LF</b>        |
| <b>Fenton Rock Lane</b>  | <b>609.73 LF</b>        |
| <b>Fox Path</b>          | <b>891.49 LF</b>        |
| <b>Mossy Path Lane</b>   | <b><u>566.66 LF</u></b> |
| <b>TOTAL</b>             | <b>2,459.16 LF</b>      |

- T. Set public hearing for acceptance of the traffic control plan for Seven Meadows, Section 15, and Section 16, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- U. Set public hearing for acceptance of the traffic control plan for River's Edge, Section 3, Section 4, and Section 10, Pct. 1. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- V. Set public hearing for acceptance of the traffic control plan for Lakemont Cove, Section 3, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- W. Set public hearing for acceptance of the traffic control plan for Grand Meadow, Section 2, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**
- X. Set public hearing for acceptance of the traffic control plan for Country Lakes at Grayson Lakes, Section 6, Section 7, and Section 9, Pct. 3. (Tuesday, February 12, 2008, at 1:00 p.m.)**

**11. FACILITIES MANAGEMENT & PLANNING:**

- A. Approve correction to map and legal description for the Easement to be conveyed to the City of Richmond, as authorized by Commissioners Court on March 27, 2007, Agenda Item No. 36C.**
- B. Approve payment of Invoice Nos. TMG-307R2 and TMG 326R for a total amount of \$21,694.43 to The Maddox Group, Inc. for professional services provided regarding the Sienna Library Project. (Fund: Sienna Plantation Library Project)**
- C. Approve payment of Invoice No. 1491 in the amount of \$63,343.89 to Carter Goble Lee for professional services performed regarding the Jail Expansion Project. (Fund: Facility Bond Project)**
- D. Approve payment of Invoice No. 1498 in the amount of \$61,750.00 to Carter Goble Lee for professional services performed regarding the Jail Expansion Project. (Fund: Facility Bond Project)**

**Item 11 continued – Facilities Management & Planning:**

- E. Approve payment of Invoice No. 88612 in the amount of \$62,876.25 to Rosser International for professional services performed regarding the Jail Expansion Project. (Fund: Facility Bond Project)
12. **HUMAN RESOURCES:** Approve fourteen days of extended sick leave for an employee of the Road & Bridge Department, Position No. 6111-0112.
13. **PURCHASING:** Authorize advertising for bids for:  
A. Furniture for Libraries; and  
B. Construction of Needville Service Center.
14. **SHERIFF'S OFFICE:** Approve renewal of Interlocal Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 4 for use of the County's Public Safety Radio System effective October 1, 2007 through September 30, 2008.
15. **TAX ASSESSOR/COLLECTOR:** Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on January 7, 2008, for an amount totaling \$15,675.42.

---

Moved by Commissioner Meyers, Seconded by Commissioner Stavinocha, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6 – 7 and 9 – 15.

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinocha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

Item #8 pulled.

16. **COUNTY JUDGE:** Take all appropriate action to approve Agreement between Fort Bend County and Harris County defining the negotiations with the Texas Department of Transportation on future construction of State Highway 99 (Grand Parkway) as required by 79<sup>th</sup> Legislature Senate Bill 792.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Harris County defining the negotiations with the Texas Department of Transportation on future construction of State Highway 99 (Grand Parkway) as required by 79<sup>th</sup> Legislature Senate Bill 792.

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinocha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

Judge Hebert explained SB 792 and the terms of the agreement and resolution.

17. **COMMISSIONER, PCT. 1: Take all appropriate action to approve the Easement by Fort Bend County to CenterPoint Energy in order to provide electrical service to the Fresh Water Supply District #1 Water Plant.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve the Easement by Fort Bend County to CenterPoint Energy in order to provide electrical service to the Fresh Water Supply District #1 Water Plant.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

18. **AUDITOR: Take all appropriate action on Agreement between Fort Bend County and Brazos Bend Guardianship Services for a local legal guardianship program to enable low-income residents legal representation for incapacitated persons, effective from October 1, 2007 through September 30, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve the Agreement between Fort Bend County and Brazos Bend Guardianship Services for a local legal guardianship program to enable low-income residents legal representation for incapacitated persons, effective from October 1, 2007 through September 30, 2008.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

Judge Hebert and Commissioner Patterson thanked Fort Bend Lawyers Care for donating their time to this program.

19. **CONSTABLE, PCT. 4: Take all appropriate action on request to transfer the amount of \$19,976 from Non-Departmental Contingency into Constable, Precinct 4 salary line items as detailed on Budget Officer's form dated January 4, 2008, to allocate funds for increased compensation of Temporary Acting Constable through September 30, 2008.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$19,976 from Non-Departmental Contingency into Constable, Precinct 4 salary line items as detailed on Budget Officer's form dated January 4, 2008, to allocate funds for increased compensation of Temporary Acting Constable through September 30, 2008.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

Note: State law requires that a temporary Constable be paid the same as the acting Constable.

20. **COUNTY ATTORNEY:** Take all appropriate action to authorize payment by Invoice Transmittals in the amounts indicated to vendors listed for services or supplies received without a purchase order (funded by County Attorney, Fees):

|                 |  |
|-----------------|--|
| AT&T            | \$55.49 for wireless services;                 |
| West Group      | \$821.99 for legal publications/subscriptions; |
| Nextel (Sprint) | \$159.13 for cellular phone service.           |

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittals in the amounts indicated to vendors listed for services or supplies received without a purchase order (funded by County Attorney, Fees):

|                 |  |
|-----------------|--|
| AT&T            | \$55.49 for wireless services;                 |
| West Group      | \$821.99 for legal publications/subscriptions; |
| Nextel (Sprint) | \$159.13 for cellular phone service            |

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

21. **ENGINEERING:**

- A. Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and Chiang, Patel, & Yerby, Inc. for services provided for the expansion of Katy-Flewellen Road, Mobility Project No. 734, for an amount not to exceed \$860,000; Precinct 3. (Fund: Mobility Bonds)

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the Professional Engineering Services Agreement between Fort Bend County and Chiang, Patel, & Yerby, Inc. for services provided for the expansion of Katy-Flewellen Road, Mobility Project No. 734, for an amount not to exceed \$860,000; Precinct 3. (Fund: Mobility Bonds)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- B. Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and Landtech Consultants, Inc. for services provided for the expansion of Mason Road, Mobility Project No. 735, for an amount not to exceed \$450,000; Precinct 3. (Fund: Mobility Bonds)

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve the Professional Engineering Services Agreement between Fort Bend County and Landtech Consultants, Inc. for services provided for the expansion of Mason Road, Mobility Project No. 735, for an amount not to exceed \$450,000; Precinct 3. (Fund: Mobility Bonds)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**22. FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on First Amendment to Agreement for Design/Build Services on the Rehabilitation of Historic Dew Plantation House, for an additional amount of \$144,128. (Fund: Facility Bond Project)**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinotha, duly put and unanimously carried (5-0), it is ordered to approve the First Amendment to Agreement for Design/Build Services with Evans Construction on the Rehabilitation of Historic Dew Plantation House, for an additional amount of \$144,128. (Fund: Facility Bond Project)

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinotha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**23. LIBRARY:**

**A. Take all appropriate action on the Texas State Library and Archives Commission Contract for Services for payment of funds to Fort Bend County libraries for loaning or providing copies of library materials to all Texas public, academic, and special libraries.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the Texas State Library and Archives Commission Contract for Services for payment of funds to Fort Bend County libraries for loaning or providing copies of library materials to all Texas public, academic, and special libraries.

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinotha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**B. Take all appropriate action on request to transfer the amount of \$113,000 as detailed on Auditor's form dated January 9, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds received for Library Donations for FY 2008.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$113,000 as detailed on Auditor's form dated January 9, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds received for Library Donations for FY 2008.

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinotha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**24. PURCHASING:**

**A. Take all appropriate action to purchase telecommunications equipment maintenance from Datavox, Inc. through State of Texas Department of Information Resources contract DIR-SDD-272. (Fund: Information Technology, Fees)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase telecommunications equipment maintenance from Datavox, Inc. through State of Texas Department of Information Resources contract DIR-SDD-272. (Fund: Information Technology, Fees)

|                         |     |                        |     |
|-------------------------|-----|------------------------|-----|
| Judge Hebert            | yes | Commissioner Meyers    | yes |
| Commissioner Stavinotha | yes | Commissioner Patterson | yes |
| Commissioner Prestage   | yes |                        |     |

**Item 24 continued – Purchasing:**

- B. Take all appropriate action on Design/Build Agreement between Fort Bend County and Bass Construction in an amount not to exceed \$136,000 for the Tax Assessor Collector Facility. (Fund: Facility Bond Project)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve the Design/Build Agreement between Fort Bend County and Bass Construction in an amount not to exceed \$136,000 for the Tax Assessor Collector Facility. (Fund: Facility Bond Project)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

- C. Take all appropriate action on Program Management Agreement between Fort Bend County and Crain Zamora in an amount not to exceed \$75,000 for the Precinct 3 Facility. (Fund: Facility Bond Project)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the Program Management Agreement between Fort Bend County and Crain Zamora in an amount not to exceed \$75,000 for the Precinct 3 Facility. (Fund: Facility Bond Project)

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**25. Approve Bills.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$2,828,294.54.

|                        |     |                        |     |
|------------------------|-----|------------------------|-----|
| Judge Hebert           | yes | Commissioner Meyers    | yes |
| Commissioner Stavinoha | yes | Commissioner Patterson | yes |
| Commissioner Prestage  | yes |                        |     |

**26. ENGINEERING: Workshop to discuss the Phase II MS4 Storm Water Management Plans and Notices Of Intent (NOI) for the Fort Bend County Drainage District, Fort Bend Parkway Road District No. 1, and Fort Bend County, Precincts 1, 2, 3, and 4.**

Workshop was conducted with David Jalowy (Drainage District), Paul Stewart (County Attorney), Jesse Hegemier (Engineering) and Roy Cordes (County Attorney) explaining the Plan which is in response to the Clean Water Act of 1972. TCEQ has issued a general permit to allow the discharge of storm waters in Fort Bend County. The permit requires that Fort Bend County set up a six step plan. The steps are Public Education and Outreach, Public Participation, Illicit Discharge Detection and Elimination, Construction Site Runoff Control, Post Construction Site Runoff Control and Good Housekeeping and Other Strategies. The application to TCEQ will be presented to Commissioners Court at a later date.

*January 15, 2008*

**Recess:**

Recessed at 1:34 p.m.

27. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**  
**§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property.**  
**Land Matters, Precinct 3; Right of Way, Westpark Toll Road.**

**Closed Session:**

Convened at 1:46 p.m.

Adjourned at 2:07 p.m.

**Reconvene:**

Reconvened at 2:09 p.m.

28. **Reconvene Open Session and consider taking action on the following matters:**  
**§ 551.072. Deliberation Regarding Real Property.**  
**Land Matters, Precinct 3; Right of Way, Westpark Toll Road.**

No action taken.

29. **Adjournment.**

Commissioners Court adjourned at 2:10 p.m. on Tuesday, January 15, 2008.



**FORT BEND COUNTY ENGINEERING**

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

December 19, 2007

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Twin Oaks Village, Section 12 - Traffic Control Plan**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for 1/15/2008.

A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

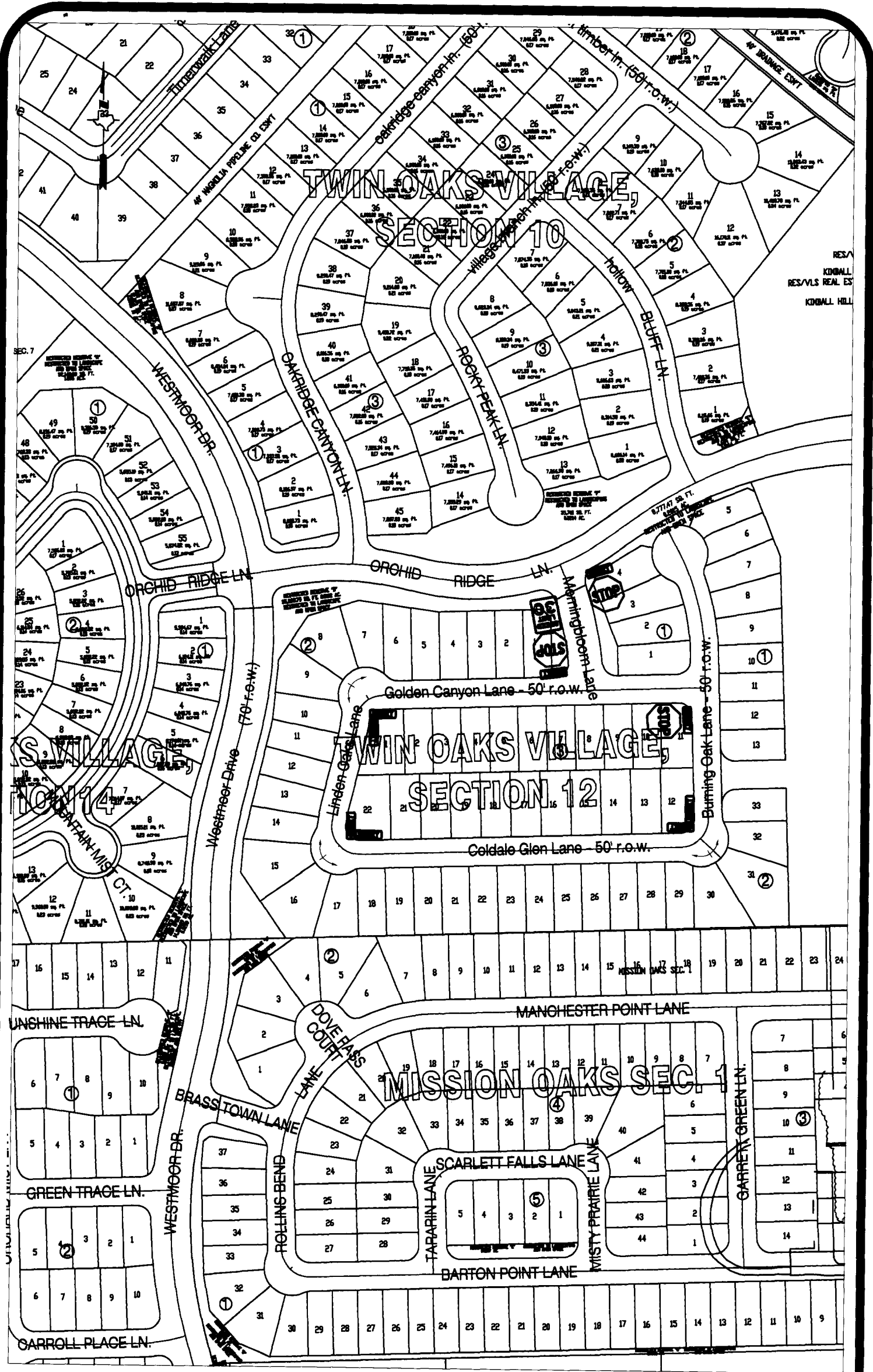
Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Evans".

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Judge Robert E. Hebert, County Judge  
Marc Grant - FBC Road & Bridge  
Marc Grant - Signage Department  
File



**Note:**

The purpose of this traffic control plan is to establish traffic control for Twin Oaks Village, Section 12.

Drawn By: L. Brdecka

Date: 12-18-07

Approved By: Steve L. Evans

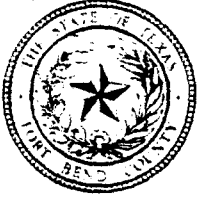
Date: 12-18-07

Scale

1" = 200'-0"

**Twin Oaks Village, Section 12  
Control Map and  
Traffic Sign Layout**

Fort Bend County Engineering Dept.  
1124 Blume Road  
Rosenberg, Texas 77471



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

5C

D. Jesse Hegemier  
County Engineer

December 19, 2007

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Waterview Estates, Section 6 - Traffic Control Plan**

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivision. The public hearing date for acceptance of the plan is scheduled for 1/15/2008.

A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Judge Robert E. Hebert, County Judge  
Marc Grant - FBC Road & Bridge  
Marc Grant - Signage Department  
File



**FORT BEND COUNTY      FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 1/8/2008

Submitted By: Risk Management  
Department

Court Date: 1/15/2008

Telephone: 281 341 8630

**SUMMARY OF ITEM:**

## Consent Agenda:

Consider and approve out of state travel for Darlene Wieghat and Zelda Blue to attend 2008 National SALGBA conference in San Diego, California March 9-12, 2008.

Renewal Agreement/Appointment: YES ☐ NO ☐Reviewed by County Attorney's Office: YES ☐ NO ☐

List Supporting Documents Attached: See Attached Brochure

**FINANCIAL SUMMARY:**Budgeted Item: YES XX NO ☐ # 63200 Travel

Funding Source: Fund: Agency: Organization: Object:

Requires Auditor to Certify Funds: YES ☐ NO ☐**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**Original Form Submitted with back up to County Judge's Office: ☐ (✓ when completed)If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to: (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|  |  |
|--|--|
| <input type="checkbox"/> Auditor (281-341-3774)                | <input type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input type="checkbox"/> Budget Officer (281-344-3954)         | <input type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input type="checkbox"/> Facilities/Planning (281-633-7022)    | <input type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input type="checkbox"/> Purchasing Agent (281-341-8642)       | <input type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input type="checkbox"/> Information Technology (281-341-4526) | <input type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____                          | <input type="checkbox"/> County Atty (281-341-4557)  |

**Recommendation:**

COUNTY JUDGE  
RECEIVED  
JAN 09 2007

# SALGBA 2008

AS PER ORIGINAL



**State and Local Government Benefits  
Association Annual Conference**

**March 9-12, 2008  
Hyatt Regency Mission Bay  
San Diego, California**

**CONFERENCE BROCHURE**



## "MISSION POSSIBLE"

The SALGBA Board of Directors invites you to join SALGBA members for the 2008 National Conference in San Diego, California, March 9th - 12th for a SALGBA event like no other.

This event offers over 30 timely and relevant educational sessions tailored for public sector benefit professionals and conducted by nationally recognized speakers and experts in the field. In addition, there are numerous networking events for attendees including a Top Gun experience at Miramar, playing an amazing round of golf at Torrey Pines, not to mention an outstanding Land and Sea Tour.

The 2008 SALGBA conference committee has put a great deal of energy into making this event one to remember. So pack your bags and join us for

"Mission Possible" in San Diego!



REGISTER  
ONLINE

at

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

\*Make your hotel reservations today\*

BY ATTENDING MISSION PAY

Call 800.235.1234

by February 5, 2008

and mention you are attending the  
SALGBA conference for a  
reduced rate of \$149 (Jurisdictional)  
or \$179 (Associate) per night  
while rooms last.

## 2008 SCHEDULE AT A GLANCE

| Saturday, March 8, 2008 |  |   |  |  |
|-------------------------|--|---|--|--|
| 3:00pm-6:00pm           | Registration Open  |   |  |  |
| 3:00pm-5:00pm           | Pre-conference Leadership Session \$25   |   |  |  |
| Sunday, March 9, 2008   |  |   |  |  |
| 7:00am-2:00pm           | Golf Tournament at Toney Pines (\$75, \$125, \$150)  |   |  |  |
| 8:00am-2:00pm           | Sunday Land & Sea Tour (\$40)  |   |  |  |
| 12:00pm-6:00pm          | Registration Opens   |   |  |  |
| 5:00pm-5:45pm           | Board Reception (Invitation Event)   |   |  |  |
| 6:00pm-8:00pm           | Opening Night Networking Reception in Exhibit Hall   |   |  |  |
| Monday, March 10, 2008  |  |   |  |  |
| 7:00am-4:00pm           | Registration Open  |   |  |  |
| 7:15am-8:00am           | Continental Breakfast  |   |  |  |
| 8:00am-10:00am          | Welcome & Opening Keynote: Personalized Health Care - Where is it Going? Dr. Rochelle Enslin, Medco                                    |   |  |  |
| 10:00am-10:30am         | Break in Exhibit Hall  |   |  |  |
|                         | Aligning Compensation and Benefit Strategy in the State of Georgia   | How Performance Measurement & Accreditation Improve Value in Healthcare           | Ensuring Valid Measurement for Disease Management and Wellness   | Politics and Post-Employment Benefits                                |
| 10:30am-11:00am         | Steve Stevenson, GA David Palmer, Mercer   | Richard Suran, NGA Greg Franklin, CAPERS  | Andrew Disease Management Purchasing Consortium International  | Barry Brown, Dunlap, Van Weck & Brown                                |
| 11:45am-1:00pm          | Lunch & Keynote: Russ Solbach  |   |  |  |
|                         | Designing & Publishing an Employee Benefit Statement   | Examining Case Studies of Successful Solutions                                    | Health Care Consumers in Public Employee Health Benefits   | News and So New Solutions for Retiree Benefits                       |
| 1:00pm-2:00pm           | Lynn Huber, State of Ark. Title Rock Wastewater, AR  | Val M. Ealey, FSG Rose Newton, OK-PEHW Greg Wilson, Ohio                          | Tony Holmes & Sander Domaszewicz, Mercer Health & Benefits   | Ward Bingham, UnitedHealthcare                                       |
|                         | Total Rewards: Going Beyond Benefits & Compensation to Promote Value of Your People: Policies, Practices & Programs for Your Employees | Best Practices for Pharmacy Benefit Cost Containment: A Case Study with Wisconsin | Targeted and Coaching High Healthcare Consumers using Powerful Predictive Modeling                                     | Person Risk Management: Are Liability Driven Investments the Answer? |
| 2:15pm-3:45pm           | Mindy Rosenthal, Nanette Kress, Segal  | Byron Mickie & Thomas Radloff, Navitus; Nancy Nankwil Bennett, WI                 | Connie Welsh, State of MI; Debra Minott, State of IN; Julie Meek, CareGuide  | John Miller & Dennis Monaghan, Aon                                   |
| 3:15pm-3:45pm           | Break in Exhibit Hall  |   |  |  |
|                         | Health Management - A Practical Approach to Getting Started  | New Horizons: Pharmacy Benefit Management Accreditation                           | KY Health Plan Updates & New Initiatives: Kentucky's Successes & Challenges in Wellness & Clinical Program Initiatives | Best Practices for Deferred Compensation/Defined Contribution Plans  |
| 4:00pm-5:00pm           | Kathleen Strukoff, Aon Consulting  | Mara Osman, Janice Anderson & John D. Jones, URAC                                 | Carla Whaley, Humana; Christine Wilcoxson, KY  | Mike Abkowitz, GWRS  |



## 2008 SCHEDULE AT A GLANCE (Con't)

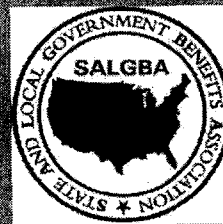
Tuesday, March 11, 2008

| Tuesday, March 11, 2008   |  |  |   |  |
|---------------------------|--|--|---|--|
| 7:00am-4:00pm             | Registration Open  |  |   |  |
| 7:15am-8:00am             | Continental Breakfast  |  |   |  |
| 8:00am-10:00am            | Tuesday Keynote: Tom Lussier, Public Sector Healthcare Roundtable  |  |   |  |
| 10:00am-10:30am           | Break in Exhibit Hall  |  |   |  |
| 10:30am-Noon              | Local Entities   | State Entities   | Educational Entities  | Retirement Entities  |
| Noon-1:15pm               | Awards Luncheon  |  |   |  |
| 1:30pm-2:30pm             | Strategic Planning for Supplemental Benefits<br>Scott Nixon, FENIC   | Evidence-Based Claims Analytical Program in South Carolina: An Initiative to Improve the Quality of Care<br>Bob Tesler, SC<br>Gary Bucello, ActiveHealth | Lowering GASB 45 Liabilities & Maintaining the Health of Employees<br>Jason Kemp, Chysman                     | GASB 45 Mitigation Strategies<br>Bob Walt, Humana<br>Richard Allen, America's VEBAs Solution                         |
| 2:30pm-3:15pm             | Break in Exhibit Hall: Door Prize Drawing (must be present to win)   |  |   |  |
| 3:15pm-3:30pm             | New Hampshire Local Government Center's Side of Life Initiative  |  |   |  |
| 3:30pm-4:30pm             | A Multi-Year Case Study<br>Adapt Corp.<br>Gordian Health Solutions   | TBA  | Wellness On How<br>Syndromic Wellness<br>Bennis Kulkarni, PEHR, LLC   | Retiree Strategy & Funding<br>Jim Lesz, Aetna National Accounts  |
| 6:00pm-11:00pm            | Gala Event: A Night at the Opera   |  |   |  |
| Wednesday, March 12, 2008 |  |  |   |  |
| 8:00am-8:45am             | Jurisdictional Members Business Meeting/Breakfast  |  |   |  |
| 9:00am-10:00am            | Hearing Loss: The Next Health Care Crisis<br>Pam Martin, WA<br>Brad Volkman, EPIC Hearing  | Early Evaluation of the Effects of Consumer Directed Health Care on Prescription Drug Utilization<br>Anil Kulkarni, Express Scripts                      | Syndrome X: The Next Generation of Healthcare? Wellness Interventions<br>Jatrad Mills, Holmes Murphy & Assoc. | The Move Toward Public Sector Defined Contribution Plans From Defined Benefit Plans<br>William Forna, Aon Consulting |
| 10:15am-11:15am           | Realizing the Value of Minimally Invasive Surgery: An Employers Perspective<br>Ken Detweiler, OO Springs School District<br>Todd Davis, Ethicon Endo-Surgery | Employees & Doctors Together Improve Care & Reduce Costs<br>Stephen Rosenberg, ActiveHealth Management   | The Role of Eye Care in Preventative Care<br>Dan Morgan, VSP<br>Greg Beatty, CA Dept. of Personnel Services   | Pre-Funding Retiree Health—A Big "Bang" for Your Buck<br>Don Heilman, Gallagher Benefit Services                     |
| 11:30am-12:30pm           | Dependent Eligibility—Why the Need to Audit<br>Brennan Clip, HRAdvance   | Decision Support Software<br>Asparity Decision Solutions   | Organization Security & Disaster Recovery Planning<br>University of Texas System Panel                        | TBA  |
| 1:00pm-2:00pm             | Closing Session: Getting Green: Retooling Public Employee Benefits for an Environmentally Savvy World, Rick Johnson, Seegal Company                          |  |   |  |
| 2:00pm                    | Adjourn: See you next year in Denver, CO April 26-29, 2009 - Omni Interlock Resort Phone: 303-438-6600   |  |   |  |

# State and Local Government Benefits Association



**Certified Government Benefits  
Administrator Program  
Continuing Education Credit**



Name \_\_\_\_\_  
 Position/Title \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_  
 Office Phone \_\_\_\_\_  
 E-mail Address \_\_\_\_\_

☐ I am applying for the CGBA's Certified Government Benefits Administrator Program. I am a full-time employee of a state, county, municipal, or public utility association or other governmental entity. Furthermore, I understand that my employer must maintain membership in SALGBA and that I must qualify for the membership.

- ☐ I have received the CGBA Continuing Education Manual.  
☐ I have received a copy of the CGBA Guidelines and Procedures for review.

A processing fee of \$100 due with application and a \$100 program fee must be made by check payable to SALGBA or by credit card. To pay by credit card, also go to [www.salgba.com](http://www.salgba.com) or request a credit card form from the SALGBA office.

☐ Please enroll me for Continuing Education Credit Only.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please send completed application to:

SALGBA  
 P.O. Box 220  
 Big Hill, KY 40405

Questions?

Email: [salgba@salgba.com](mailto:salgba@salgba.com)  
 Phone: 859-985-0720  
 Fax: 859-985-0723

FORT BEND COUNTY  
TRAVEL AUTHORIZATION

6 B 1)

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

INV. KEITH CARTER  
INV. WES WEBER

DATE OF DEPARTURE: 1-16-08

DATE OF RETURN: 1-17-08

DESTINATION: Richmond, Virginia

PURPOSE OF TRIP: RETURNING A PRISONER ON A Bench Warrant

MODE OF TRANSPORTATION: Airline / Rental Car

FUNDING SOURCE: 010 027 0270 0702 100560100 63200

\*\*\*\*\*  
Milton Waight, Sheriff  
DEPARTMENT HEAD APPROVAL: Fort Bend County Sheriff's Office  
Name & Department

DATE: 1-10-08  
Signature Milton Waight

\*\*\*\*\*

APPROVED COMMISSIONERS COURT: Presiding Official \_\_\_\_\_

Date \_\_\_\_\_

(Emergency Approval: \_\_\_\_\_ Date \_\_\_\_\_)

6 B 2)

FORT BEND COUNTY  
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Inv. Hal Knight

DATE OF DEPARTURE: 1-17-08

DATE OF RETURN: 1-17-08

DESTINATION: CLATONIA, LOUISIANA

PURPOSE OF TRIP: RETURNING PRISONER ON A BENCH WARRANT

MODE OF TRANSPORTATION: COUNTY VEHICLE

FUNDING SOURCE: 015-021-0210-010E 100560100 63200

\*\*\*\*\*  
Milton Wright, Sheriff  
DEPARTMENT HEAD APPROVAL: Fort Bend County Sheriff's Office  
Name & Department

DATE: 1-10-08  
Milton Wright  
Signature

\*\*\*\*\*

APPROVED COMMISSIONERS COURT: Presiding Official \_\_\_\_\_

Date \_\_\_\_\_

(Emergency Approval: \_\_\_\_\_ Date \_\_\_\_\_)

FORT BEND COUNTY  
TRAVEL AUTHORIZATION

6B3)

AGENDA ITEM

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

INV. Hal Knight

INV. MOSES PEREZ

DATE OF DEPARTURE: 1-23-08

DATE OF RETURN: 1-24-08

DESTINATION: El Dorado, Kansas

PURPOSE OF TRIP: Transport Prisoner Back to Fort Bend County on Bench Warrant. Reschedule due to weather

MODE OF TRANSPORTATION: County vehicle

FUNDING SOURCE: 010-027-0271-0702 100560100 63200

\*\*\*\*\*  
Milton Wright, Sheriff  
DEPARTMENT HEAD APPROVAL: Fort Bend County Sheriff's Office  
Name & Department

DATE: 1-07-08  
Signature

\*\*\*\*\*

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: Date)



# AGENDA ITEM

## FORT BEND COUNTY FY 2008 COMMISSIONERS COURT AGENDA REQUEST FORM Return Completed Form to: Agenda Coordinator, County Judge's Office

7A

Date Submitted: 01/09/2008  
Court Agenda Date: 01/15/2008

Submitted By:  
Department: County Judge  
Phone Number: 281-341-8608

**SUMMARY OF ITEM:** Approve the reappointment of Marvin Marcell and Bobby Kunz to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2008.

**RENEWAL AGREEMENT/APPOINTMENT:** YES ☒ NO ☐  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☐ NO ☒

List Supporting Documents Attached: Correspondence from Subsidence District

**FINANCIAL SUMMARY:** N/A

**BUDGETED ITEM:** YES ☐ NO ☐

**FUNDNG SOURCE:** Accounting Unit: Account Number:  
Activity (If Applicable):

**REQUIRES AUDITOR TO CERTIFY FUNDS:** YES ☐ NO ☐

### Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

### DISTRIBUTION:

**Original Form** Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774)                | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)         | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)    | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)       | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other:   | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

### RECOMMENDATION / ACTION REQUESTED:

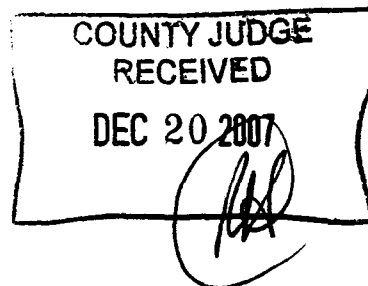
Special Handling Requested (specify):



## FORT BEND SUBSIDENCE DISTRICT

P. O. Box 427, Richmond, Texas 77406-0427 (713) 342-3273

December 14, 2007



The Honorable Robert Hebert  
Fort Bend County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

Dear Judge Hebert:

As Assistant General Manager of the Fort Bend Subsidence District, it is my responsibility to notify you that the terms of office of Marvin Marcell and Bobby Kunz will expire on January 31, 2008. The Fort Bend County Commissioners Court may reappoint Messrs. Marcell and Kunz for two-year terms. The law imposes certain qualifications on the members to be appointed by the Commissioners Court. All members must be residents of and qualified voters in the District. One of the members to be appointed must represent agricultural interests and live in an unincorporated area; that seat is currently held by Mr. Kunz. Finally, one of the members to be appointed must represent business interests; that seat is currently held by Mr. Marcell.

Your selection of a director is requested to be made by Friday, January 18, 2008. Please send your letter concerning the action taken by the Fort Bend County Commissioners Court on these appointments.

Your interest in and support of the Subsidence District has been of great value to the District, and I look forward to working with you and your staff in 2008. Please contact me if you have any questions concerning the Board appointments.

Sincerely yours,

Tom Michel  
Assistant General Manager

TM/ws

7B

**FORT BEND COUNTY      FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2008

Submitted By: J. C. Whitten

Court Date: January 15, 2008

Department: County Judge's Office **AGENDA ITEM**  
Telephone: 281-344-3950

**SUMMARY OF ITEM:**

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☒ NO ☐

List Supporting Documents Attached: Copy of Agreement prepared by County Attorney and Letter of explanation of item.

**FINANCIAL SUMMARY:**

Budgeted Item: YES ☐ NO ☒

Funding Source: Fund: Agency: Organization: Object:  
Requires Auditor to Certify Funds: YES ☐ NO ☒

**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form** Submitted with back up to County Judge's Office: ☒ (✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to: (281) 341-8609  
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|   |                |  |                |
|---|----------------|--|----------------|
| <input checked="" type="checkbox"/> Auditor             | (281-341-3774) | <input checked="" type="checkbox"/> Comm. Pct. 1 | (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer      | (281-344-3954) | <input checked="" type="checkbox"/> Comm. Pct. 2 | (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning | (281-633-7022) | <input checked="" type="checkbox"/> Comm. Pct. 3 | (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent    | (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 | (281-980-9077) |
| <input type="checkbox"/> Information Technology         | (281-341-4526) | <input checked="" type="checkbox"/> County Clerk | (281-341-8697) |
| <input type="checkbox"/> Other: _____                   |                | <input checked="" type="checkbox"/> County Atty  | (281-341-4557) |

**Recommendation:**

**COUNTY JUDGE:**

Discuss and consider authorization for XL Films, Ltd. To videotape a commercial in the Courthouse on January 19, 2008.

**TREASURER**

Special Handling: \_\_\_\_\_

1-17-08 orig. ret. to JC Whitten at Co Judge



THE STATE OF TEXAS     §

COUNTY OF FORT BEND   §

**AGREEMENT FOR USAGE OF COUNTY PROPERTY BY AND BETWEEN FORT  
BEND COUNTY, TEXAS AND XL FILMS, LTD.**

**THIS AGREEMENT** is entered into by and between Fort Bend County, Texas, (hereinafter referred to as the “**County**”), a body corporate and politic, acting herein by and through its Commissioners’ Court, and **XL Films, Ltd.**, authorized under the laws of the State of Texas, acting herein by and through its duly authorized officers (hereinafter referred to as “**XL Films**”).

**WITNESSETH:**

**WHEREAS**, XL Films requests permission to use a County courtroom and a County jury room as detailed in the letter attached as Exhibit “A”; and

**WHEREAS**, the County desires and is authorized to provide allow this usage of County property; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

**I.**

**PURPOSE**

- 1.01 The purpose of this Agreement is to provide a location for videotaping a television commercial in Fort Bend County.
- 1.02 The location sought for the purpose of this agreement is 401 Jackson, Richmond, Texas, hereinafter referred to as the “Property”.

**II.**

**GENERAL PROVISIONS**

- 2.01 County owns and controls the Property, and consent or authorization is or shall be necessary to enable XL Films to enter upon or use the Property for the purpose stated herein.
- 2.02 County authorizes the Fort Bend County Sheriff, or his designated agent, to supervise security at the Property and XL Films shall pay \$30.00/hour for such security.

- 2.03** XL Films and its employees, agents, contractors and suppliers are hereby granted permission to enter upon the Property for the purpose of videotaping certain scenes for the commercial commencing on **January 19, 2008**. XL Films may place all reasonably necessary facilities and equipment, including temporary sets, on Property. XL Films shall remove the same after completion of work and leave the Property in as good condition as when received.
- 2.04** XL Films shall use reasonable care to prevent damage to the Property.
- 2.05** XL Films shall be responsible for any damage to the Property shall reimburse County for any reasonable repairs made by County upon completion of the state purpose of this Agreement.
- 2.06** XL Films shall reimburse County for any reasonable repairs made to the Property within 10 business days of receipt of invoice.
- 2.07** XL Films shall indemnify County against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by XL Films or its employees, agents, contractors and suppliers in connection with XL Films's use of the Property hereunder.
- 2.08** XL Films will hold County harmless against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by XL Films or its employees, agents, contractors, suppliers in connection with XL Films' use of the Property hereunder.

### **III.** **CONSIDERATION**

- 3.01** For the use of the Property as described in this agreement, XL Films shall pay the sum of \$250 to County to be donated to the Fort Bend County Museum.
- 3.02** Payment by XL Films shall be made to County before access to the Property is made available to XL Films.

### **IV.** **TERM**

- 4.01** The term of this Agreement shall commence on Saturday, January 19, 2008, and end on January 19, 2008, unless sooner terminated as provided in this Agreement.

- 4.02 This Agreement may be terminated at any time, for any reason, by either party by giving verbal notice to the other party.

**V.**  
**INDEMNIFICATION**

XL Films agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages arising out of or resulting from the acts, errors and omissions of XL under this Agreement.

**VI.**  
**LIABILITY INSURANCE**

XL Films shall, during the entire term of this Agreement, keep in full force and effect the policy or general liability insurance, attached hereto as Exhibit "B" and incorporated herein for all legal purposes. The policy names Fort Bend County as insured, and shall contain a clause that the insurer will not cancel or change the insurance. The insurance shall be in a company acceptable to the Fort Bend County Insurance Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this Agreement.

**VII.**  
**MISCELLANEOUS**

- 7.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- 7.02 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 7.03 XL Films shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

- 7.04 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 7.05 Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.
- 7.06 XL Films represents that it is certified or licenses by the State of Texas and/or the appropriate certifying or licensing organization.
- 7.07 This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. XL shall not assign, sublet or transfer its interest or obligations in and under this Agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

## **VIII.**

### **INDEPENDENT CONTRACTOR**

- 8.01 In the performance of work or services hereunder, XL Films 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 XL Films or, where permitted, of its subcontractors.
- 8.02 XL Films 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 the County and shall not be entitled to any of the privileges or benefits of County employment.

## **IX.**

### **NOTICES**

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners Court and submitted to the following representative:

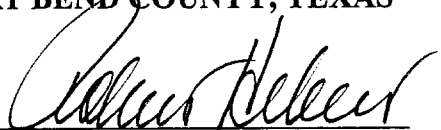
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: J. C. Whitten

Notices to XL shall be delivered to:

XL Films, Ltd.  
7026 Old Katy Road, Ste 303  
Houston, Texas 77024  
Attn: Michael Gilg


IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

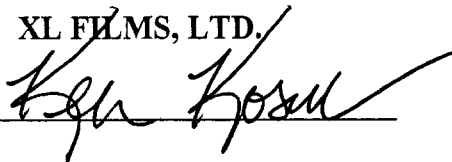
FORT BEND COUNTY, TEXAS

By:   
Robert E. Hebert, County Judge

Date: January 15, 2008

ATTEST:

  
Dianne Wilson, County Clerk

XL FILMS, LTD.  
By:   
Date: 1/11/08

MER:lj: XL Films.agr/1964(010408)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

January 8, 2008

PRODUCER (214)522-4880 FAX: (214)520-3856  
Ragland Strother & Lafitte  
3838 Oak Lawn Ave. Ste. 500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Dallas TX 75219-4506

INSURED

XL Films, Ltd  
7026 Old Katy Rd. #303

Houston TX 77024

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Union Standard Lloyds

INSURER B: Great Divide Insurance

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR |  | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                    |              |  |
|----------------|--|---|---------------|----------------------------------|-----------------------------------|---|--------------|--|
| A              |  | GENERAL LIABILITY   | CPA 1012781   | 4/25/2007                        | 4/25/2008                         | EACH OCCURRENCE                           | \$ 1,000,000 |  |
|                |  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |  |
|                |  | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |               |                                  |                                   | MED EXP (Any one person)                  | \$ Excluded  |  |
|                |  |   |               |                                  |                                   | PERSONAL & ADV INJURY                     | \$ 1,000,000 |  |
|                |  |   |               |                                  |                                   | GENERAL AGGREGATE                         | \$ 1,000,000 |  |
|                |  |   |               |                                  |                                   | PRODUCTS - COM/OP AGG                     | \$ 1,000,000 |  |
|                |  | GEN'L AGGREGATE LIMIT APPLIES PER:  |               |                                  |                                   |   |              |  |
|                |  | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   |   |              |  |
| A              |  | AUTOMOBILE LIABILITY  | CPA 1012781   | 4/25/2007                        | 4/25/2008                         | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |  |
|                |  | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | BODILY INJURY (Per person)                | \$           |  |
|                |  | <input type="checkbox"/> ALL OWNED AUTOS  |               |                                  |                                   | BODILY INJURY (Per accident)              | \$           |  |
|                |  | <input type="checkbox"/> SCHEDULED AUTOS  |               |                                  |                                   | PROPERTY DAMAGE (Per accident)            | \$           |  |
|                |  | <input checked="" type="checkbox"/> HIRED AUTOS   |               |                                  |                                   |   |              |  |
|                |  | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   |   |              |  |
|                |  | GARAGE LIABILITY  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT                   | \$           |  |
|                |  |   |               |                                  |                                   | OTHER THAN EA ACC                         | \$           |  |
|                |  |   |               |                                  |                                   | AUTO ONLY: AGG                            | \$           |  |
|                |  | EXCESS/UMBRELLA LIABILITY   |               |                                  |                                   | EACH OCCURRENCE                           | \$           |  |
|                |  | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                       |               |                                  |                                   | AGGREGATE                                 | \$           |  |
|                |  |   |               |                                  |                                   |   | \$           |  |
|                |  |   |               |                                  |                                   |   | \$           |  |
|                |  |   |               |                                  |                                   |   | \$           |  |
|                |  |   |               |                                  |                                   |   | \$           |  |
| B              |  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | WCA 1012783   | 4/25/2007                        | 4/25/2008                         | WC STATU-TORY LIMITS                      | OTH-ER       |  |
|                |  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   |               |                                  |                                   | E.L. EACH ACCIDENT                        | \$ 1,000,000 |  |
|                |  | If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE                | \$ 1,000,000 |  |
|                |  |   |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT               | \$ 1,000,000 |  |
|                |  |   |               |                                  |                                   |   |              |  |
| A              |  | OTHER Spec. Entertainment Package   | CPA 1012781   | 4/25/2007                        | 4/25/2008                         | Misc. Rented Equip                        | \$500,000    |  |
|                |  | Deductible  |               |                                  |                                   | \$2,000                                   |              |  |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder is added as Additional Insured as respects Liability, but only as respects claims arising out of the negligence of the Named Insured, and as Loss Payee as respects Equipment, ATIMA.

## CERTIFICATE HOLDER

Fort Bend County Courthouse  
401 Jackson Street  
Richmond, Tx 77469

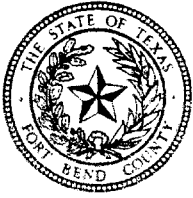
## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

D. Lafitte/PAC

*Greg Lafitte*



**Fort Bend County  
County Judge's Office**

RECORDED ON 1-25-08  
IN THE COMMISSIONER COURT  
MINUTES OF 1-15-08

**J.C. Whitten**  
**Director of Special Services**

**MEMORANDUM**

*Exhibit "A"*

Date: January 6, 2008  
To: Commissioners Court & Department Heads  
From: J. C. Whitten  
Re: Agenda Item, January 15<sup>th</sup> – XL Films, Ltd.

---

Ken Kosub of XL Films has requested the use of the 240<sup>th</sup> District Courtroom on Saturday, January 19<sup>th</sup> to film some commercials for the Simmons and Fletcher Law Firm. The County Attorney has prepared an Agreement, attached copy, requiring the proper liability coverage, payment to Bailiff for security, and a contribution to the Fort Bend County Museum.

XL Films, Ltd. Last utilized the facility on June 3<sup>rd</sup>, 2006, for the Law Firm and there were no adverse issues. Mary Charles will provide security and will be compensated directly by XL Films, Ltd.

Recommend approval of this rental.

*A. C. Whitten*

# AGENDA ITEM

**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

9

Date Submitted: 01/09/2008

Submitted By:

Court Agenda Date: 01/15/2008

Department: Constable, Pct. 1

Phone Number: 281-341-4536

**SUMMARY OF ITEM:** Record into Minutes the Racial Profiling Annual Report for 2007 from the Fort Bend County Constable Precinct 1 Office.

**RENEWAL AGREEMENT/APPOINTMENT:** YES ☐ NO ☒  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☐ NO ☒

List Supporting Documents Attached: Report from Constable Precinct 1.

**FINANCIAL SUMMARY:**

N/A

**BUDGETED ITEM:** YES ☐ NO ☐

**FUNDNG SOURCE:** Accounting Unit:                      Account Number:  
Activity (If Applicable):

**REQUIRES AUDITOR TO CERTIFY FUNDS:** YES ☐ NO ☐

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form Submitted with back up to County Judge's Office** ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774)                | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)         | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)    | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)       | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other:   | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**



CONSTABLE PCT 1  
 RACIAL PROFILING REPORT  
 JAN 1, 2007 - DEC 31, 2007

| Disposition        | Asian/Pacific Islander |
|--------------------|------------------------|
| Arrested           |                        |
| Released           |                        |
| Ticketed           | 53                     |
| Warnings (Written) | 64                     |
|                    | 117                    |

| Disposition        | White |
|--------------------|-------|
| Arrested           |       |
| Released           |       |
| Ticketed           | 395   |
| Warnings (Written) | 571   |
|                    | 966   |

| Disposition        | Black |
|--------------------|-------|
| Arrested           |       |
| Released           |       |
| Ticketed           | 318   |
| Warnings (Written) | 463   |
|                    | 781   |

| Disposition        | Native American |
|--------------------|-----------------|
| Arrested           |                 |
| Released           |                 |
| Ticketed           |                 |
| Warnings (Written) |                 |
|                    | 0               |

| Disposition        | Hispanic |
|--------------------|----------|
| Arrested           |          |
| Released           |          |
| Ticketed           | 82       |
| Warnings (Written) | 49       |
|                    | 131      |

COUNTY JUDGE  
 RECEIVED  
 JAN 07 2007

CODE OF CRIMINAL PROCEDURE

CHAPTER 2. GENERAL DUTIES OF OFFICERS

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL[0] PROFILING[0].

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

December 11, 2007

**Closed Session:**

Convened at 1:49 p.m.  
Adjourned at 2:11 p.m.

**Reconvene:**

Reconvened at 2:14 p.m.

1-15-08  
**AGENDA ITEM**  
10 A

32. **Reconvene Open Session and consider taking action on the following matters:**  
**§ 551.071. Consultation With Attorney.**

**Litigation: Cause No. 32983; The State of Texas and Fort Bend County, Texas vs. Asgor, Ltd., et al.; In the County Court at Law No. 3 of Fort Bend County, Texas.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (4-0), it is ordered to authorize the County Attorney to incur litigation expenses as set out in an additional amount of \$20,000.00 for Cause No. 32983; The State of Texas and Fort Bend County, Texas vs. Asgor, Ltd., et al.; In the County Court at Law No. 3 of Fort Bend County, Texas and that fund account 10475100-63000 be designated as the funding source.

*correction*  
→

|                        |        |                        |     |
|------------------------|--------|------------------------|-----|
| Judge Hebert           | yes    | Commissioner Meyers    | yes |
| Commissioner Stavinoha | absent | Commissioner Patterson | yes |
| Commissioner Prestage  | yes    |                        |     |

33. **Adjournment.**

Commissioners Court adjourned at 2:15 p.m. on Tuesday, December 11, 2007.

THE STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING EXPENSES OF EXPERT WITNESS**

On this the \_\_\_\_ day of \_\_\_\_\_, 2007, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, duly put and carried;

WHEREAS, the County Attorney is of the opinion that in order to properly prepare a defense in this suit, it will be necessary to incur litigation expenses for any and all costs of pre-trial, trial and appeal, including, but not limited to, discovery costs; court reporter fees; out-of-county travel, lodging and meals; parking fees; expert witness consultation and testimony fees; subpoenas; investigation expenses; printing costs for briefs; appeal and removal bonds; plus incidental costs for:

Cause No. 32983; The State of Texas and Fort Bend County, Texas vs. Asgor, Ltd., et al.; In the County Court at Law No. 3 of Fort Bend County, Texas.

IT IS ORDERED THAT ROY L. CORDES, JR., County Attorney of Fort Bend County, Texas, be, and he is hereby, authorized to incur litigation expenses as set out above in an additional amount of Twenty Thousand and 00/100 DOLLARS (\$20,000.00).

IT IS FURTHER ORDERED THAT FUND ACCOUNT 10475100-63000.  
BE DESIGNATED AS THE FUNDING SOURCE.

FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge

ATTEST:

\_\_\_\_\_  
Dianne Wilson, County Clerk

**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/09/08  
 Court Agenda Date: 01/15/08

Submitted By: Paulette Batts  
 Department: Engineering  
 Phone Number: (281) 633-7507

**SUMMARY OF ITEM:** Approve Payment of Invoice No. 2742 in the amount of \$9,282.50 to Property Acquisition Services (PAS) for various Right of Way acquisitions, Precincts 1,2,3 & 4. (Fund: Engineering, Capital Acquisitions – 64500) (PC043-2599)

**RENEWAL AGREEMENT/APPOINTMENT:** YES ☐ NO ☐  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☐ NO ☐

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES ☐ NO ☐

**FUNDNG SOURCE:** Fund:                      Agency:                      Organization:                      Object:

**REQUIRES AUDITOR TO CERTIFY FUNDS:** YES ☐ NO ☐

**Instructions to submit Agenda Request Form:**

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If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|   |   |
|---|---|
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| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)         | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)    | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)       | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____                                     | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**

**PAS PROPERTY ACQUISITION SERVICES, INC.****December 31, 2007****Invoice No. 2742**

**Bill to:** Mr. D. Jesse Hegemier, P.E.  
 Fort Bend County Engineering  
 1124-52 Blume Rd.  
 Rosenberg, TX 77471-1149

**Remit to:** PAS Property Acquisition Services, Inc.  
 19855 Southwest Freeway, Suite 200  
 Sugar Land, TX 77479  
 (281) 343-7171

**Project Name:** Fort Bend County

**Locations:**

FM 359 Trammel Fresno  
 Ransom Road Voss Road  
 Harlem Road FM 1464  
 FM 762 Moffett Road Extension  
 Cottonwood

**Work Requested:** Performed Right-of-Way Services for Fort Bend County

| <b>Acquisition</b>     | <b>Rate (\$)</b> | <b>Hours</b>  | <b>Amount (\$)</b> |
|------------------------|------------------|---------------|--------------------|
| Right-of-Way Agent     | 75.00            | 117.50        | 8,812.50           |
| Right-of-Way Assistant | 40.00            | 11.75         | 470.00             |
| <b>Totals</b>          |                  | <b>129.25</b> | <b>\$ 9,282.50</b> |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total \$ 9,282.50**

**CONTRACTOR BILLING SUMMARY**

|                           |    |                 |
|---------------------------|----|-----------------|
| Estimated Cost            | \$ | 600,000.00      |
| Previous Amount Invoiced  | \$ | 582,303.34      |
| Previous Funds Available  | \$ | 17,696.66       |
| Current Amount Invoiced   | \$ | <b>9,282.50</b> |
| Remaining Funds Available | \$ | 8,414.16        |

**Terms:** Total due upon receipt

**APPROVED**  
*Donna D. Schubert*

**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** FM 1464

**Work Requested:** Road Widening

| <b>Title</b>           | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 78.75        | 5,906.25           |
| Right-of-Way Assistant | 40.00            | 7.00         | 280.00             |
| <b>Totals</b>          |                  | <b>85.75</b> | <b>\$ 6,186.25</b> |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 6,186.25**

**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** Trammel Fresno

**Work Requested:** Road Widening

| <b>Title</b>           | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 4.50         | 337.50             |
| Right-of-Way Assistant | 40.00            | 0.25         | 10.00              |
| <b>Totals</b>          |                  |              | <b>\$ 347.50</b>   |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 347.50**



**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** Voss Road

**Work Requested:** Acquire Right-of-Way for Road Realignment

| <b>Acquisition</b>     | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 8.50         | 637.50             |
| Right-of-Way Assistant | 40.00            | 0.25         | 10.00              |
| <b>Totals</b>          |                  | <b>8.75</b>  | <b>\$ 647.50</b>   |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 647.50**

**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** Cottonwood Church Rd

**Work Requested:** Acquire Right-of-Way for Road Realignment

| <b>Acquisition</b>     | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 23.50        | 1,762.50           |
| Right-of-Way Assistant | 40.00            | 4.00         | 160.00             |
| <b>Totals</b>          |                  | <b>27.50</b> | <b>\$ 1,922.50</b> |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet | 0.00               |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 1,922.50**

**PAS Property Acquisition Services, Inc.**  
*Job Detail*

---

**Location:** FM 359

**Work Requested:** Road Widening

| <b>Title</b>           | <b>Rate (\$)</b> | <b>Hours</b> | <b>Amount (\$)</b> |
|------------------------|------------------|--------------|--------------------|
| Right-of-Way Agent     | 75.00            | 2.25         | 168.75             |
| Right-of-Way Assistant | 40.00            | 0.25         | 10.00              |
| <b>Totals</b>          |                  | <b>2.50</b>  | <b>\$ 178.75</b>   |

| <b>Expense</b>            | <b>Amount (\$)</b> |
|---------------------------|--------------------|
| See Expense Summary Sheet |                    |
| <b>Total Expenses</b>     | <b>\$ -</b>        |

**Total** **\$ 178.75**

**NAME:** (please print) Mark Heidaker

12/31/2007  
Date

[illegible]

Employee Signature \_\_\_\_\_

Manager Signature \_\_\_\_\_

12/31/2007  
Date



**PROPERTY ACQUISITION SERVICES, INC.**  
19855 Southwest Freeway, Ste. 200  
Sugarland, TX 77479  
281-343-7171

Mark Davis

NAME: (please print)

Date

[illegible]

Employee Signature \_\_\_\_\_  
Manager Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**PA**  
Property  
Acquisition  
Services, Inc.

**PROPERTY ACQUISITION SERVICES, INC.**  
19855 Southwest Freeway, Ste. 200  
Sugarland, TX 77479  
813-343-7474

NAME: (please print) Shelly Johnson

**Project Name/Description**

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

[illegible]

12/31/57

1-2-08


**PA**  
Property  
Acquisition  
Services, Inc.


**PROPERTY ACQUISITION SERVICES, INC.**  
19855 Southwest Freeway, Ste. 200  
Sugarland, TX 77479  
281-343-7171

**PROJECT TIMESHEET**  
**FORT BEND COUNTY**

12/31/2007  
Date

[illegible]

  
 Employer Signature

  
 Manager Signature

12/31/2007  
Date

1-2-08  
Date

Property  
Acquisition  
Services, Inc.

**PROPERTY ACQUISITION SERVICES, INC.**  
19855 Southwest Freeway, Ste. 200  
Sugarland, TX 77479  
281-343-7171

**PROJECT TIME SHEET**  
**Fort Bend County**

NAME: (please print)

12/31/07  
Date

[illegible]

Employee Signature

Manager Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

**PA**  
**S** Property  
Acquisition  
Services, Inc.



NAME: (please print) \_\_\_\_\_

**12/31/07**  
**Date**

[illegible]

Employee Signature \_\_\_\_\_  
Manager Signature \_\_\_\_\_

Date 1/2/08

**PA**  
**S** Property  
Acquisition  
Services, Inc.

**CHRIS PROVENCE**  
**NAME: (please print)**

**1/2/2008**  
**Date**

[illegible]

Empty Signature

1/2/2008  
Date

Muller Signature

Date \_\_\_\_\_

**REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT**

On this 15 day of January, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Hurtado Construction Company  
Job Location Willow Fork of Buffalo Bayou  
Dated 1/9/08 Bond No. 6526226, Permit No. 83433  
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 1st day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Stavinska, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

**Notes:**

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
  - a) 48 hours in advance of construction start up, and
  - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator  
Fort Bend County Engineering  
P.O. Box 1449  
Rosenberg, Texas 77471-1449  
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]  
County Engineer  
By [Signature]  
Drainage District Engineer/Manager

Presented to Commissioners Court  
and approved.  
Recorded in Volume 1-15-08  
Minutes of Commissioners Court.

Clerk of Commissioners Court  
By [Signature]  
Deputy

**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE  
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS  
(AUTHORIZED)**

BOND NO 6526226

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT WE, Hurtado Construction Company whose address is 2115 Center Street, Richmond, Texas 77469, hereafter called the Principal, and, First National Insurance Company of America, a Corporation existing under and by virtue of the laws of the State of Washington and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Safeco Plaza, Seattle, WA 98185, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Mike Glasscock, Safeco and whose address is 1600 N. Collins Blvd., #300, Richardson, TX 75083, hereinafter called the Surety, are held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Fourteen Thousand, Six Hundred Thirty Four and 30/100----- Dollars (\$ 14,634.30 ) current, lawful money of the United States of America, to be paid to said James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein.

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 3<sup>rd</sup> day of December, 2007.

HOUSTOUN, WOODARD, EASON, GENTLE,  
TOMFORDE, AND ANDERSON, INC.  
dha Insurance Alliance  
1776 Yorktown, Suite 200  
Houston, Texas 77056-4114  
TDI License #1381 FEIN #760362043

Hurtado Construction Company  
PRINCIPAL

By: 

First National Insurance Company of America  
SURETY

By:  Jo Ann Parker, Attorney-in-Fact



FIRST NATIONAL SURETY  
PO BOX 34526  
SEATTLE, WA 98124-1526

POWER  
OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
PO BOX 34526  
SEATTLE, WA 98124-1526

No. 9197

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint  
\*\*\*\*DONALD E. WOODARD, JR.; HARLAN J. BERGER; ANDREW J. JANDA; SUE KOHLER; C. W. ADAMS; CHERYL R. COLSON; CYNTHIA A. HARTIS; SHARON  
CAVANAUGH; LELAND L. RAUCH; MICHAEL COLE; JO ANN PARKER; Houston, Texas\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 26th day of September, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of  
**FIRST NATIONAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 3rd day of December, 2007



CHRISTINE MEAD, SECRETARY



**State of Texas Surety Bond Claim Notice**

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code, any notice of claim to the named surety under this bond(s) should be sent to:

SAFECO Surety  
Adams Building  
4634 154th PL NE  
Redmond, WA 98052

Mailing Address:  
SAFECO Surety  
PO Box 34754  
Seattle, WA 98124

Phone: (425) 376-6535  
Fax: (425) 376-6533

## Engineering Department

**1124 Blume Rd.**  
**Phone: (281)342-3039**

PERMIT NO. 083433

Date \_\_\_\_\_

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY  
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES  
IN FORT BEND COUNTY

APPLICANT'S JOB NO. \_\_\_\_\_  
PERMIT No. 83433 PCT. No. 3  
BOND No. 6526226

Formal notice is hereby given that \_\_\_\_\_  
proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or  
along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

| Road or<br>Ditch Name  | Distance & Direction From<br>Nearest Intersection | Length of<br>Crossing | Type of Construction |        |        |      |
|--|---|-----------------------|----------------------|--------|--------|------|
|  |   |                       | Bored                | Jacked | Driven | Case |
| W/LOW FORT: APPROX. 1 mile<br>OF BUFFALO BARON NE of Katy Gustan Rd. |   | 225'                  |                      |        |        |      |
|  |   |                       |                      |        |        |      |
|  |   |                       |                      |        |        |      |

Along Roads and/or Drainage Ditches

| Road or<br>Ditch Name | Distance & Direction From<br>Nearest Intersection | To | Distance |
|-----------------------|---|----|----------|
|                       |   |    |          |
|                       |   |    |          |
|                       |   |    |          |
|                       |   |    |          |

General Description

Installation of 54" and 66" Corrugated  
metal Pipe And 4" Slope Paving

The Location and description of the proposed installation and appurtenances is more fully shown on the  
attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation  
shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of  
Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage  
Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend  
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of  
August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County,  
Texas.

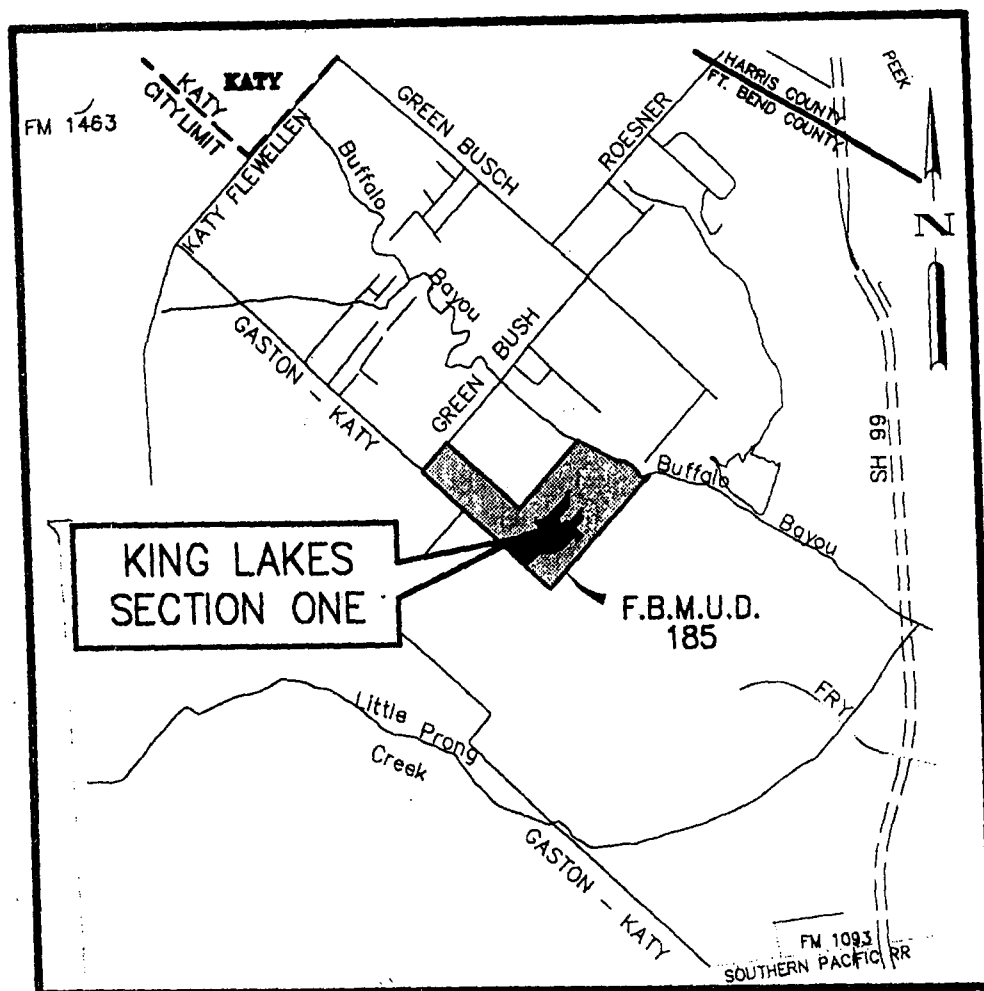
Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is  
complete and ready for final inspection.

Mail to: Permit Administrator/Fort Bend County Engineering  
P.O. Box 1449, Rosenberg, TX 77471.

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: HURTADO CONSTRUCTION CO.  
AGENT and/or OWNER  
(Signature)  
NAME & TITLE: BENJAMIN C. JASOURZ, GM  
(Please Print)  
DATE: 12/03/07  
ADDRESS: 2115 CENTER ST.  
(Street/P.O. Box)  
RICHMOND, TX. 77469  
City State Zip  
TELEPHONE NO: 281 802 8717  
(accessible 24 hrs/day, 7 days/week)





# VICINITY MAP

N.T.S

KEY MAPS 484 V & 485 S

PRIOR TO THE CONSTRUCTION OF THESE FACILITIES WITHIN OR BY THE DISTRICT, THE DISTRICT OR ITS ENGINEER WILL GIVE WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL TO THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING, CITY OF HOUSTON STATING THE DATE SUCH CONSTRUCTION WILL BE COMMENCED.

CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, ENGINEERING CONSTRUCTION AND REAL ESTATE DIVISION (TELEPHONE 713-863-1450) 48 HOURS BEFORE STARTING WORK ON THIS PROJECT.

# FORT BEND M.U.D. DISTRICT No.185

## KING LAKES

## SECTION ONE

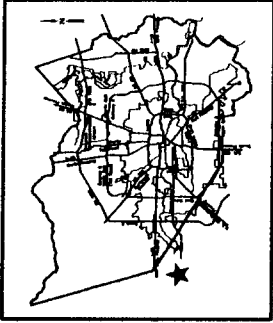
### CONSTRUCTION PLANS OF PROPOSED

### WATER DISTRIBUTION SYSTEM

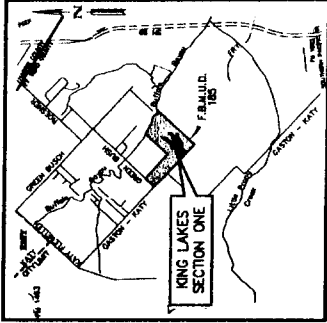
### SANITARY COLLECTION SYSTEM

### STORM DRAINAGE SYSTEM

### STREET PAVING



LOCATION MAP



VICINITY MAP

BEFORE THE CONSTRUCTION OF THESE FACILITIES WITHIN OR BY THE DISTRICT, THE DISTRICT ON ITS ENGINEER WILL OBTAIN THE NECESSARY CONSENTS AND APPROVALS FROM THE DISTRICT ENGINEER OF PUBLIC WORKS AND ENGINEERING, CITY OF HOUSTON, STATING THE DATE SUCH CONSTRUCTION WILL BE COMMENCED.

CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, ENGINEERING DIVISION, 1000 RICHMOND AVENUE, HOUSTON, TEXAS 77002, AND BEAL STATE DIVISION, TELEPHONE 770-1000, 1000 RICHMOND AVENUE, HOUSTON, TEXAS 77002, BEFORE STARTING WORK ON THIS PROJECT.

| NO. | DESCRIPTION   |
|-----|---|
| 1.  | COVER SHEET   |
| 2.  | GENERAL CONSTRUCTION NOTES  |
| 3.  | SANITARY SEWER PAVING AND TRAFFIC CONTROL OVERALL                         |
| 4.  | STORM SEWER PAVING AND TRAFFIC CONTROL OVERALL                            |
| 5.  | OFFSITE SANITARY SEWER OVERALL  |
| 6.  | OFFSITE STORM SEWER OVERALL   |
| 7.  | OFFSITE SANITARY SEWER OVERALL  |
| 8.  | OFFSITE STORM SEWER OVERALL   |
| 9.  | DRAINAGE AREA MAP   |
| 10. | DRAINAGE CALCULATIONS   |
| 11. | STORM WATER POLLUTION PREVENTION PLAN (SHEET 1 OF 2)                      |
| 12. | STORM WATER POLLUTION PREVENTION PLAN (SHEET 2 OF 2)                      |
| 13. | PLAN AND PROFILE - NORTHLIGHT LAKE (STA. 1+00 TO 8+00)                    |
| 14. | PLAN AND PROFILE - NORTHLIGHT LAKE (STA. 9+00 TO 18+00)                   |
| 15. | PLAN AND PROFILE - NORTHLIGHT LAKE (STA. 18+00 TO 21+18)                  |
| 16. | PLAN AND PROFILE - CELTIC TERRACE DRIVE (STA. 1+00 TO 8+70)               |
| 17. | PLAN AND PROFILE - CELTIC TERRACE DRIVE (STA. 8+70 TO 15+30)              |
| 18. | PLAN AND PROFILE - WINDMONT DRIVE (STA. 3+43.89 TO 10+00)                 |
| 19. | PLAN AND PROFILE - STORM OUTFALL "A" (STA. 1+00 TO 10+00)                 |
| 20. | PLAN AND PROFILE - WESTBOURNE DRIVE (STA. 16+48.53 TO 18+33.53)           |
| 21. | PLAN AND PROFILE - FUTURE WESTBOURNE DRIVE (STA. 24+00 TO 26+20)          |
| 22. | PLAN AND PROFILE - FUTURE FERNDALE MEADOWS DRIVE (STA. 28.20 TO 28+06.17) |
| 23. | PLAN AND PROFILE - FUTURE MILBARK DRIVE (STA. 1+00 TO 3+80)               |
| 24. | PLAN AND PROFILE - GASTON ROAD (STA. 1+00 TO 2+72.00)                     |
| 25. | PLAN AND PROFILE - STORM OUTFALL "A" (STA. 1+00 TO 10+00)                 |
| 26. | PLAN AND PROFILE - STORM OUTFALL "B" (STA. 1+00 TO 10+00)                 |
| 27. | PLAN AND PROFILE - STORM OUTFALL "C" (STA. 1+00 TO 10+00)                 |
| 28. | PLAN AND PROFILE - STORM OUTFALL "D" (STA. 1+00 TO 10+00)                 |
| 29. | PLAN AND PROFILE - STORM OUTFALL "E" (STA. 1+00 TO 10+00)                 |
| 30. | PLAN AND PROFILE - STORM OUTFALL "F" (STA. 1+00 TO 10+00)                 |
| 31. | PLAN AND PROFILE - STORM OUTFALL "G" (STA. 1+00 TO 10+00)                 |
| 32. | PLAN AND PROFILE - STORM OUTFALL "H" (STA. 1+00 TO 10+00)                 |
| 33. | PLAN AND PROFILE - STORM OUTFALL "I" (STA. 1+00 TO 10+00)                 |
| 34. | PLAN AND PROFILE - STORM OUTFALL "J" (STA. 1+00 TO 10+00)                 |
| 35. | PLAN AND PROFILE - STORM OUTFALL "K" (STA. 1+00 TO 10+00)                 |
| 36. | PLAN AND PROFILE - STORM OUTFALL "L" (STA. 1+00 TO 10+00)                 |
| 37. | PLAN AND PROFILE - STORM OUTFALL "M" (STA. 1+00 TO 10+00)                 |
| 38. | PLAN AND PROFILE - STORM OUTFALL "N" (STA. 1+00 TO 10+00)                 |
| 39. | PLAN AND PROFILE - STORM OUTFALL "O" (STA. 1+00 TO 10+00)                 |
| 40. | PLAN AND PROFILE - STORM OUTFALL "P" (STA. 1+00 TO 10+00)                 |
| 41. | PLAN AND PROFILE - STORM OUTFALL "Q" (STA. 1+00 TO 10+00)                 |
| 42. | PLAN AND PROFILE - STORM OUTFALL "R" (STA. 1+00 TO 10+00)                 |
| 43. | PLAN AND PROFILE - STORM OUTFALL "S" (STA. 1+00 TO 10+00)                 |
| 44. | PLAN AND PROFILE - STORM OUTFALL "T" (STA. 1+00 TO 10+00)                 |
| 45. | PLAN AND PROFILE - STORM OUTFALL "U" (STA. 1+00 TO 10+00)                 |
| 46. | PLAN AND PROFILE - STORM OUTFALL "V" (STA. 1+00 TO 10+00)                 |
| 47. | PLAN AND PROFILE - STORM OUTFALL "W" (STA. 1+00 TO 10+00)                 |

SHEET INDEX

AUGUST 2007

| NO. | DESCRIPTION  |
|-----|--|
| 27. | PLAN AND PROFILE - OFFSITE WATER LINE (STA. 7+00 TO 1+44.48)         |
| 28. | PLAN AND PROFILE - OFFSITE WATER LINE (STA. 1+00 TO 8+77.63)         |
| 29. | PLAN AND PROFILE - OFFSITE WATER LINE (STA. 8+87.70 TO 13+82.22)     |
| 30. | PLAN AND PROFILE - OFFSITE WATER LINE (STA. 2+87.88 TO 10+00)        |
| 31. | PLAN AND PROFILE - OFFSITE 534 ROB STORM SEWER (STA. 1+00 TO 4+00)   |
| 32. | PLAN AND PROFILE - OFFSITE 534 ROB STORM SEWER (STA. 32+56 TO 33+00) |
| 33. | SANITARY SEWER DETAILS   |
| 34. | STORM SEWER DETAILS  |
| 35. | MISCELLANEOUS STORM SEWER DETAILS                                    |
| 36. | WATER AND MISCELLANEOUS DETAILS                                      |
| 37. | WEIR STRUCTURE #1 DETAILS  |
| 38. | WEIR STRUCTURE #2 DETAILS  |
| 39. | SINGLE BOX CULVERT DETAIL 8'-0" SPAN                                 |
| 40. | SINGLE BOX CULVERT DETAIL 11'-0" SPAN                                |
| 41. | PAVING DETAILS   |
| 42. | STORM WATER POLLUTION PREVENTION PLAN DETAILS                        |
| 43. | TRAFFIC CONTROL DETAILS  |
| 44. | TRAFFIC CONTROL DETAILS  |
| 45. | TRAFFIC CONTROL DETAILS  |
| 46. | TRAFFIC CONTROL DETAILS  |
| 47. | TRAFFIC CONTROL DETAILS  |

FORT BEND COUNTY

APPROVED: *James Hegewer*  
JESSE HEGEWER, P.E.  
FORT BEND COUNTY ENGINEER

DATE: 11/1/07  
SHEET NO. 1 OF 47  
MILLS NO. 07044804  
LOG NO. 07-0037

|         |         |                     |           |
|---------|---------|---------------------|-----------|
| NO.     | DATE    | DESCRIPTION         | P.L. DATE |
| 12/1/07 | 12/1/07 | REVISED SHEETS 0.10 | 12/1/07   |

**BROWN & GAY**  
Brown & Gay Engineers, Inc.  
10777 Northshore, Suite 400, Houston, TX 77054  
Tel. 281-468-8770 Fax. 281-468-8771



|  |  |
|--|--|
| SIGNED BY: Brown & Gay Eng., Inc. FEB. 10, 2008                  |  |
| CITY OF HOUSTON<br>DEPARTMENT OF PUBLIC WORKS AND ENGINEERING    |  |
| FOR CITY OF HOUSTON USE ONLY<br>CITY ENGINEER                    |  |
| DIRECTOR OF PUBLIC WORKS AND ENGINEERING<br><i>James Hegewer</i> |  |
| SHEET NO. 1 OF 47  |  |



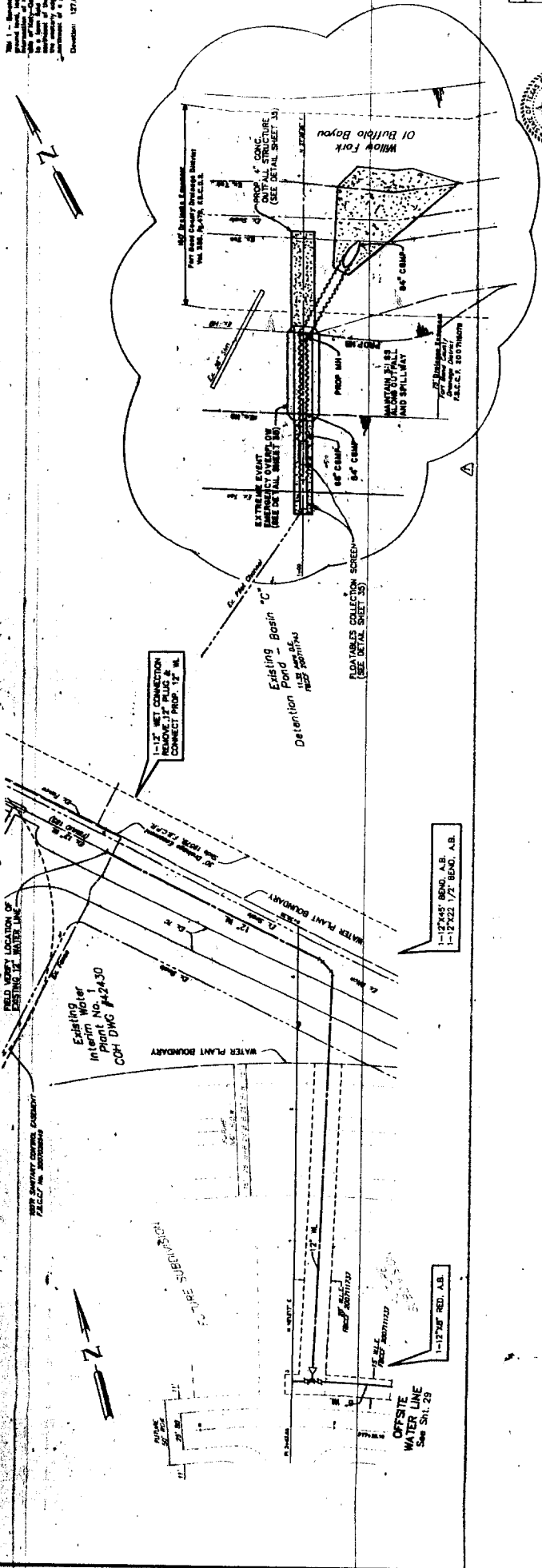
1. Sanitary sewer shall be installed in accordance with the City of Houston Department of Public Works Engineering Division, Standard Specifications for Sanitary Sewer, 1987 Edition, and the City of Houston Department of Public Works Engineering Division, Standard Specifications for Sanitary Sewer, 1987 Edition, and the City of Houston Department of Public Works Engineering Division, Standard Specifications for Sanitary Sewer, 1987 Edition.

NOTES

1. SANITARY SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, STANDARD SPECIFICATIONS FOR SANITARY SEWER, 1987 EDITION, AND THE CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, STANDARD SPECIFICATIONS FOR SANITARY SEWER, 1987 EDITION, AND THE CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, STANDARD SPECIFICATIONS FOR SANITARY SEWER, 1987 EDITION.
2. STORM SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, STANDARD SPECIFICATIONS FOR STORM SEWER, 1987 EDITION, AND THE CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, STANDARD SPECIFICATIONS FOR STORM SEWER, 1987 EDITION, AND THE CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION, STANDARD SPECIFICATIONS FOR STORM SEWER, 1987 EDITION.
3. ALL WATER LINES TO BE PROPOSED PVC CLASS 150 UNLESS INDICATED.
4. WHENEVER POSSIBLE, CENTER LINE SHALL BE MAINTAINED.
5. C-400 PVC PIPE, CLASS 150 SANITARY SEWER, SHALL BE USED FOR ALL SANITARY SEWER LINES.
6. C-400 PVC PIPE, CLASS 150 STORM SEWER, SHALL BE USED FOR ALL STORM SEWER LINES.
7. JOINTS SHALL BE MAINTAINED AT 10' ON CENTER.
8. PROPOSED SANITARY SEWER SHALL BE 12" DIA.
9. PROPOSED STORM SEWER SHALL BE 18" DIA.
10. NO. 100 LINES 12" MINIMUM CLEARANCE.
11. STORM MANHOLE NUMBER.

GENERAL

1. NO. 100 LINES 12" MINIMUM CLEARANCE.
2. STORM MANHOLE NUMBER.



| REV. | DATE     | DESCRIPTION                 | P.E. APPROV. |
|------|----------|-----------------------------|--------------|
| 1    | 12/17/07 | REVISE ALIGNMENT OF OUTFALL |              |

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**REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT**

On this 15 day of January, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of S.C.S. Construction Management, Inc.

Job Location South Street

Dated 1/4/08 Bond No. 2041383, Permit No. 83446

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Stavinska, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

**Notes:**

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
  - a) 48 hours in advance of construction start up, and
  - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator  
Fort Bend County Engineering  
P.O. Box 1449  
Rosenberg, Texas 77471-1449  
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]  
County Engineer

By N/A  
Drainage District Engineer/Manager

Presented to Commissioners Court  
and approved.  
Recorded in Volume 1-15-08  
Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]  
Deputy

\*

**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE  
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS**

**AUTHORIZED**

**BOND NO 2041383**

**THE STATE OF TEXAS §**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF FORT BEND §**

THAT WE, S.C.S. Construction Management, Inc. whose address is 7510 Wright Road Houston, Texas, hereinafter called the Principal, and Old Republic Surety Co, a Corporation existing under and by virtue of the laws of the State of Wisconsin and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 7610 Stemmons #400 Dallas, TX 75247 whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Brenda Langle and whose address is 7610 Stemmons #400 Dallas, TX 75247, hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Five Thousand Dollars (\$ 5,000.00) current, lawful money of the United States of America, to be paid to said Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 19 day of December, 20 07.

S.C.S. Construction Management, Inc.

PRINCIPAL

Robert Scherer  
BY Robert Scherer

Old Republic Surety Company

SURETY

John W. Scott  
BY John W. Scott



AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOHN W. SCOTT, OF HOUSTON, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

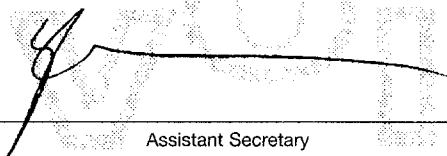
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

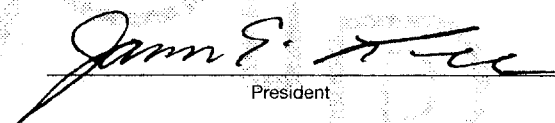
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8TH day of FEBRUARY, 2007.

  
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

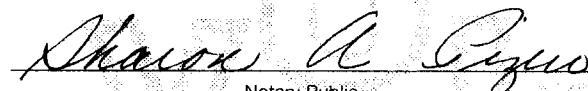


OLD REPUBLIC SURETY COMPANY

  
President

On this 8TH day of FEBRUARY, 2007, personally came before me, JAMES E. LEE and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 01/18/2009

CERTIFICATE

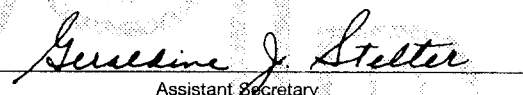
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4733



Signed and sealed at the City of Brookfield, WI this 19th day of December 2007

SCOTT, JOHN W. INSURANCE AGCY

  
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

copy received



☒ Old Republic Surety Company      ☐ Old Republic Insurance Company  
☐

(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE SURETY)

BOND NO. 2041383

### LICENSE BOND

KNOW ALL MEN BY THESE PRESENTS, That we S.C.S. Construction Management, Inc.

as Principal, and Old Republic Surety Company organized under the laws of the state of Wisconsin, as Surety, are held and firmly bound unto Fort Bend County, Texas

, as Obligor in the sum of Five Thousand (\$5,000) Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligor for a license to or permit as a Driveway, Culvert and Sidewalk Contractor

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligor against all loss which the Obligor may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing of its intention to do so to said Obligor; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligor.

The term of this bond is for a period commencing December 19, 2007 and terminating (or continuous) December 19, 2008 provided, however, this bond may be continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the 19th day of December, 2007.

S.C.S. Construction Management, Inc.

By [Signature] Principal  
Robert Scherer

Old Republic Surety Company

By [Signature]  
JOHN W. SCOTT Attorney-in-fact





AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:  
JOHN W. SCOTT, OF HOUSTON, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

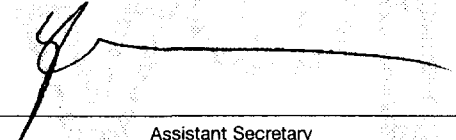
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

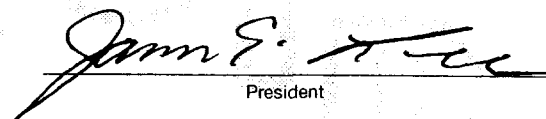
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8TH day of FEBRUARY, 2007.

  
\_\_\_\_\_  
Assistant Secretary  
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

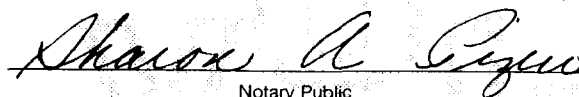


OLD REPUBLIC SURETY COMPANY

  
\_\_\_\_\_  
President

On this 8TH day of FEBRUARY, 2007, personally came before me, JAMES E. LEE and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 01/18/2009

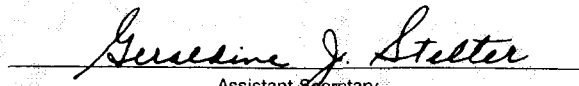
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4733

  
SCOTT, JOHN W. INSURANCE AGCY

Signed and sealed at the City of Brookfield, WI this 19th day of December 2007

  
\_\_\_\_\_  
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

# COUNTY OF FORT BEND

## Engineering Department

P.O. Box 1449  
Rosenberg, TX 77471-1449

Johnny Ortega  
Permit Administrator

1124 Blume Rd.  
Phone: (281)342-3039

### PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083446

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

- ☒ (1) Complete Application Form.
- ☒ a. Name of road, street, and/or drainage ditch affected.
- ☒ b. Vicinity map showing course of direction.
- ☐ c. Plans and specifications.

- ☒ (2) Bond:
- ☐ District Attorney, approval when applicable.
- ☐ Perpetual bond currently posted.
- ☐ No. \_\_\_\_\_
- ☐ Amount \_\_\_\_\_
- ☒ Performance bond submitted.
- ☐ No. 2041383
- ☐ Amount \$5,000.
- ☐ Cashier's Check.
- ☐ No. \_\_\_\_\_
- ☐ Amount \_\_\_\_\_

- ☐ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgment

Date

Precinct Commissioner Acknowledgment

Date

- ☐ (4) \_\_\_\_\_
- Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.

  
Johnny Ortega CFM/ Permit Administrator

1/4/08  
Date

**FORT BEND COUNTY ENGINEERING  
PERMIT DEPARTMENT**  
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS  
**COMMERCIAL PIPE PERMIT APPLICATION**  
P.O. BOX 1449 • 1124 BLUME ROAD  
ROSENBERG, TX 77471  
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

**APPLICANT INFORMATION**

Application No. 83446  
(County Use Only)

Applicant Name Ses Construction  
Applicant Mailing Address 7438 Wright Rd  
City Houston State TX Zip 77041  
Home Phone 713-503-4368 Daytime Phone 713-466-6450  
Property Owner's Name John Watkin Phone \_\_\_\_\_  
Property Owner's Mailing Address 2418 Aubrey fall Court  
City Katy State TX Zip 77450

**LOCATION OF PROPERTY**

Subdivision Blue Bennett Acres Sec \_\_\_\_\_ Lot 117 Blk \_\_\_\_\_  
Physical Address 15020 West dr. (South street)

(ATTACH A SITE MAP) + Survey

**SITE USE**

Driveway Curb & Gutter Section ☐ Driveway - Open Ditch Section ☐  
Culvert Only ☐

**DRIVEWAY REQUIREMENTS**

Length 20' minimum and 40' maximum Number of drives 1

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)  
Available on web site [www.co-fort-bend.tx.us](http://www.co-fort-bend.tx.us)

- By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the Fort Bend County Regulations of Subdivisions and I am aware of Section 2, Item F in the Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property. Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.
- The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.
- Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.
- Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.

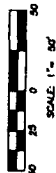
Signature of Applicant, Agent or Attorney

Don E Isenberg

Printed Name

Date

1-3-07



FIELD NOTES FOR 0.918 ACRES

BEING A TRACT OF LAND CONTAINING 0.818 ACRES  
LOCATED IN THE N. SANDERS SURVEY, ASTRICK NO.  
COUNTY, TEXAS; SAID 0.818 ACRE IS  
RECORDED IN VOLUME 13, PAGE 28 OF THE HARRIS  
COUNTY RECORDS, SAID 0.818 ACRE BEING  
A SUBDIVISION IN FOOT SQUARES, BEING  
RECORDED IN VOLUME 13, PAGE 28 OF THE HARRIS  
COUNTY MAP RECORDS, SAID 0.818 ACRE TRACT BEING  
MORE PARTICULARLY DESCRIBED BY METES AND BOUNDINGS  
AS FOLLOWS, (BEARINGS ARE BASED THE SOUTH LINE OF  
SAID BLUE BONNET ACRES);

COMMENCING AT A 2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID BLUE BONNET ACRES; THENCE, SOUTH BY 50°00' EAST, ALONG THE SOUTH LINE OF SAID BLUE BONNET ACRES, A DISTANCE OF 333.05 FEET TO POINT FOR CORNER;

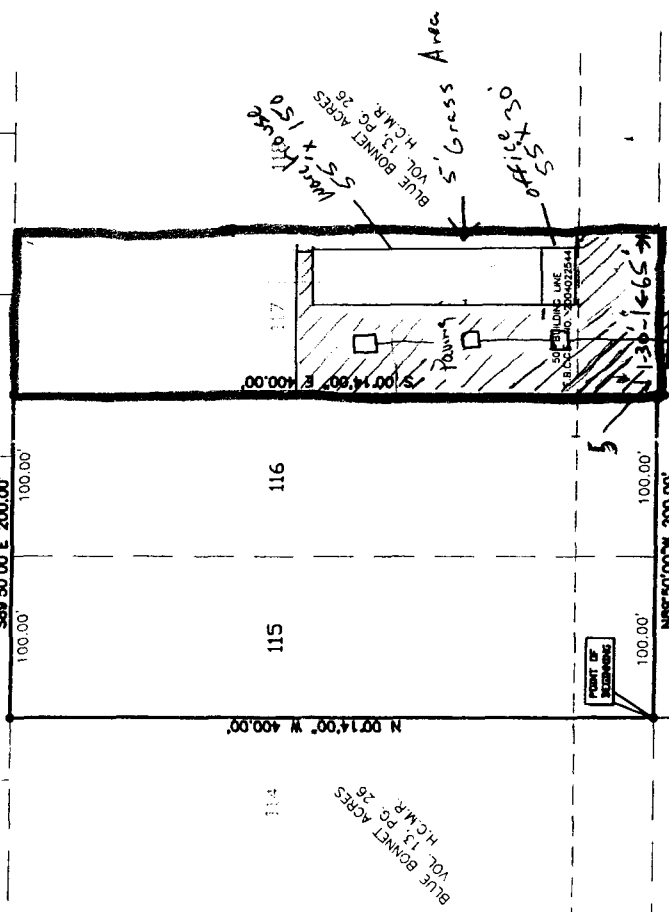
THENCE, NORTH 00°14'00" WEST, A DISTANCE OF 500.00 FEET TO A 5/8 INCH IRON ROD SET FOR POINT OF BEGINNING, BEING ON THE NORTH LINE OF SOUTH DRIVE 80' R.O.W. PER PLAT OF BLUE BONNET ACRES);

THENCE NORTH 07°14'00" WEST, A DISTANCE OF 400.00 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER.

THENCE, SOUTH 89°50'00" EAST, A DISTANCE OF 200.00 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER.

THENCE, SOUTH 00°14'00" EAST, A DISTANCE OF 400.00 FEET TO A 5/8 INCH IRON NOD SET FOR CORNER AND RECOGNIZED AS BEING ON THE NORTH LINE OF SAID COUNTY, BEING:

THENCE, NORTH 88°50'00" WEST, ALONG THE NORTH  
LINE OF SAID SOUTH DRIVE, A DISTANCE OF 200.00  
FEET TO THE POINT OF BEGINNING AND CONTAINING  
2.318 ACRES OF LAND.

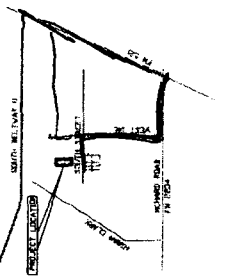


W 36 36 W 200.00  
SOUTH DRIVE (60' R.O.W.)  
VOL 13 PG 26 H C M B  
CONCRETE ROAD

FOR THE YEAR 1900

Proposed  
Drive way, Culverts  
with  
30' wide

3-2' x 2' Catch Basin  
Connected By 8' Pipe  
to 74" Culvert



VICINITY MAP

### NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

- [illegible]

WILLIAM E. MORTEN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 60448

**SURVEY PLAT  
0.918 ACRES**

**BLUE BONNET ACRES**  
A RECORDED SUBDIVISION IN FORT BEND COUNTY,  
TEXAS. RECORDED IN VOLUME 13, PAGE 26 OF THE  
MAP RECORDS OF HARRIS COUNTY.

LOCATED IN THE  
H. SANDERS SURVEY, A-631  
FT. BEND COUNTY, TX.  
AUGUST, 2006



**GBI PARTNERS, L.P.**

**PROFESSIONAL LAND SURVEYING**  
10710 S. EAM HOUSTON PARKWAY W. SUITE 250  
HOUSTON, TX 77031 TEL: 713.968.1309 FAX: 713.968.1309

|                |                |                 |
|----------------|----------------|-----------------|
| SCALE 1" = 50' | JOB NO. 082416 | DATE 08/22/08   |
| CREW CHIEF:    | FIELD BOOK:    | DWG. NO. 082416 |



**SCS CONSTRUCTION MANAGEMENT, INC.**

713-466-6450  
Fax 713-466-9771

January 4, 2008

Johnny Ortega  
Fort Bend County Engineering Department  
1124 Blue Rd.  
Rosenberg, TX 77471

This letter is in reference to safety measures our company will provide when we set calverts and pour the driveway on the project located at 15020 West Drive in Blue Bonnet Acres lot 117. We will provide one flagman and safety cones during work hours, and will provide safety cones and safety fencing during non-work hours. Please let me know if this is sufficient, if we need to add more we will be happy to do so.

Sincerely,

Don Isenberg  
SCS Construction Management, Inc.  
Project Manager  
713-503-4368

**REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT**

On this 15 day of January, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Verizon  
Job Location Mistletoe Lane  
Dated 1-02-08 Bond No. 82781, Permit No. 83444  
to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Starvinoha, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

**Notes:**

1. Evidence of review by the Commissioners Court must be kept on the Job site and failure to do so constitutes grounds for Job shutdown.
2. Written notices are required:
  - a) 48 hours in advance of construction start up, and
  - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator  
Fort Bend County Engineering  
P.O. Box 1449  
Rosenberg, Texas 77471-1449  
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]  
County Engineer  
By N/A  
Drainage District Engineer/Manager

Presented to Commissioners Court  
and approved.  
Recorded in Volume 1-15-08  
Minutes of Commissioners Court.

Clerk of Commissioners Court  
By [Signature]  
Deputy

# COUNTY OF FORT BEND

## Engineering Department

P.O. Box 1449  
Rosenberg, TX 77471-1449

Johnny Ortega  
Permit Administrator

1124 Blume Rd.  
Phone: (281)342-3039

### PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 003444

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

- /   (1) Complete Application Form.
- /   a. Name of road, street, and/or drainage ditch affected.
- /   b. Vicinity map showing course of direction.
- c. Plans and specifications.

- /   (2) Bond:
- /   District Attorney, approval when applicable.
- /   Perpetual bond currently posted.
- No. 82781
- Amount \$150,000.
- Performance bond submitted.
- No.
- Amount
- Cashier's Check.
- No.
- Amount

- (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

       Precinct Engineer Acknowledgment

       Date

       Precinct Commissioner Acknowledgment

       Date

- (4)
- Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.

Johnny Ortega  
Johnny Ortega CFM/ Permit Administrator

1/02/08  
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY  
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES  
IN FORT BEND COUNTY

APPLICANT'S JOB NO. 5404 - 3P0A0ED  
PERMIT NO. 83444 PCT. NO. 1  
BOND NO. 82781

Formal notice is hereby given that VERIZON proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

| Road or<br>Ditch Name | Distance & Direction From<br>Nearest Intersection | Length of<br>Crossing | Type of Construction |        |        |       |
|-----------------------|---|-----------------------|----------------------|--------|--------|-------|
|                       |   |                       | Bored                | Jacked | Driven | Cased |
| MISTLETOE             | AT MULBERRY ST                                    | 40'                   | X                    |        |        |       |
|                       |   |                       |                      |        |        |       |
|                       |   |                       |                      |        |        |       |

Along Roads and/or Drainage Ditches

| Road or<br>Ditch Name | Distance & Direction From<br>Nearest Intersection  | To         | Distance |
|-----------------------|--|------------|----------|
|                       |  |            |          |
| MISTLETOE             | BETWEEN TEAKWOOD ST AND<br>MULBERRY ST @ STA. 0+00 | STA. 0+310 | 310'     |
|                       |  |            |          |

General Description

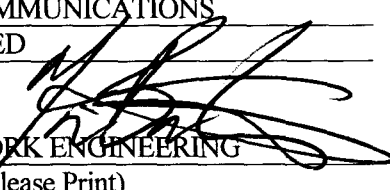
BEGINNING AT STA. 0+00 LOCATED BETWEEN TEAKWOOD ST AND MULBERRY ST,  
BURYING NORTH 3 FOOT OFF OF THE WESTERN MOST RIGHT OF WAY TO STA. 0+310.

The and description of the proposed installation and appurtances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3<sup>rd</sup> day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 24 when construction is complete and ready for final inspection.

Mail To: Permit Administrator/Fort Bend County Engineering  
P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

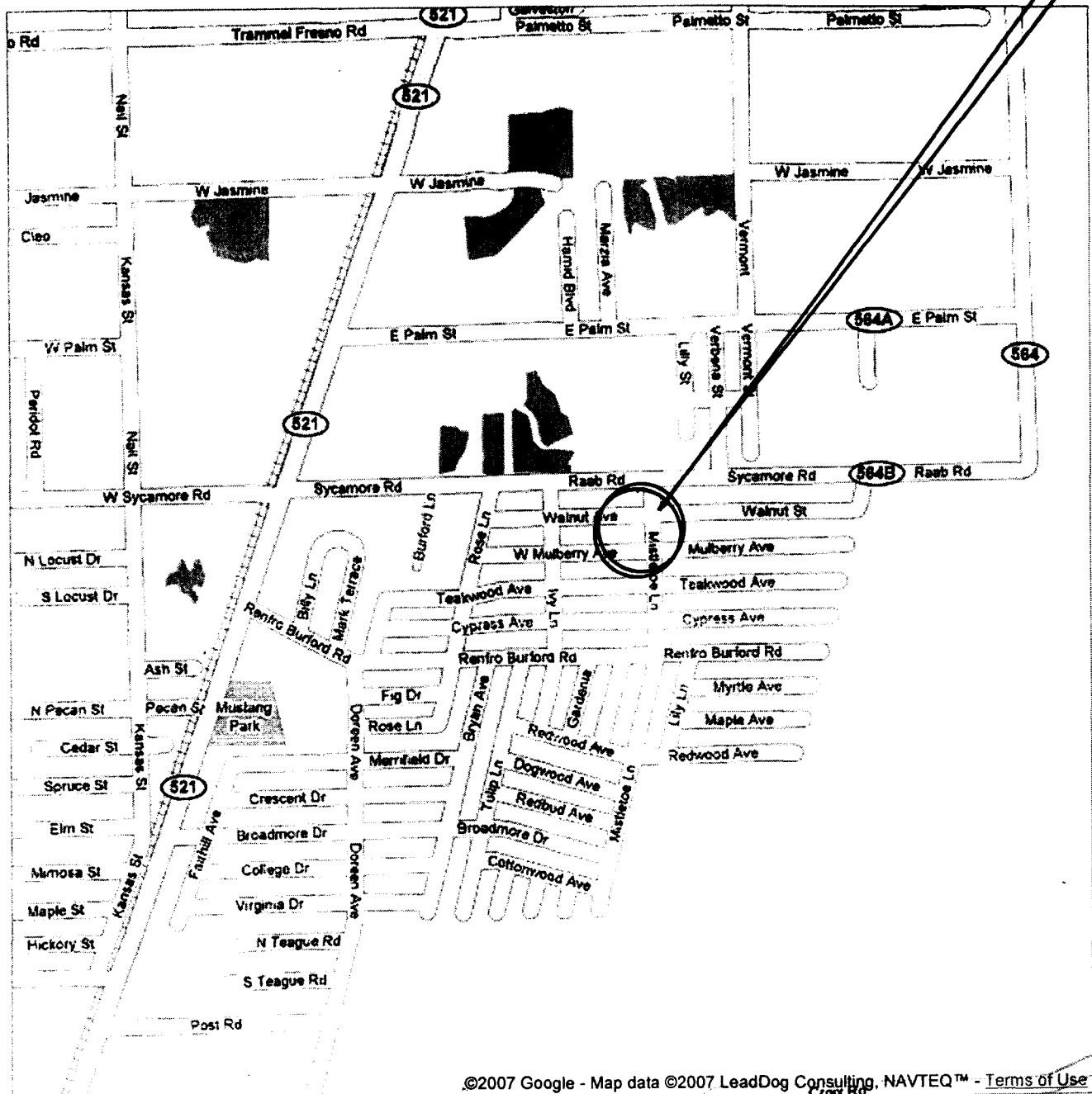
COMPANY NAME: VERIZON COMMUNICATIONS  
5404 - 3P0A0ED  
(Signature)   
NAME & TITLE: TIM BREWSTER  
OSP TECH. - NETWORK ENGINEERING  
(Please Print)  
DATE: DEC. 20, 2007  
ADDRESS: 1010 STAFFORDSHIRE RD.  
(Street/P.O. Box)  
STAFFORD TX. 77477  
City State Zip  
TELEPHONE NO: 281-499-2957  
(accessible 24 hrs/day, 7 days/week)



**Google**  
Maps

Address

Fresno, TX

Notes ARCOLA  
5404 - 3P0A0ED  
WORK LOCATION

1-800-DIG-TESS

1-800-DIG-TESS

WARNING

TO MINIMIZE THE RISK OF SERVICE DEGRADATION, ACTIVITY INVOLVING THIS TRANSMISSION EQUIPMENT SHOULD BE LIMITED TO THE MAINTENANCE WINDOW  
24 HOURS PER DAY --- 7 DAYS PER WEEK  
NOC ONLINE TRANSMISSION SUPPORT (214-815-8150)

- BEFORE STARTING ANY WORK, ASK YOURSELF THESE QUESTIONS:
1. DID I REVIEW RECOVERY PROCEDURES?
  2. HAVE I IDENTIFIED SERVICES AND USER'S IMPACT?
  3. HAVE I FILED A HIGH RISK ACTIVITY REPORT?
  4. DO I HAVE A REGRESSION TEST PLAN?
  5. HAVE THE USERS BEEN NOTIFIED OF THE CHANGE?
  6. HAVE I CHECKED TO SEE IF THE WORK SHOULD BE PERFORMED DURING THE WINDOW?
  7. DO I KNOW WHAT TO DO IF PROBLEMS OCCUR?
  8. DO I KNOW WHAT TO CALL IN CASE OF AN OUTAGE?
  9. AM I CONFIDENT I CAN PERFORM THE WORK CORRECTLY AND SAFELY?
- IF YOU ANSWERED NO TO ANY OF THESE QUESTIONS, OR FEEL THAT YOU CANNOT COMPLETE THE JOB SAFELY?

STOP

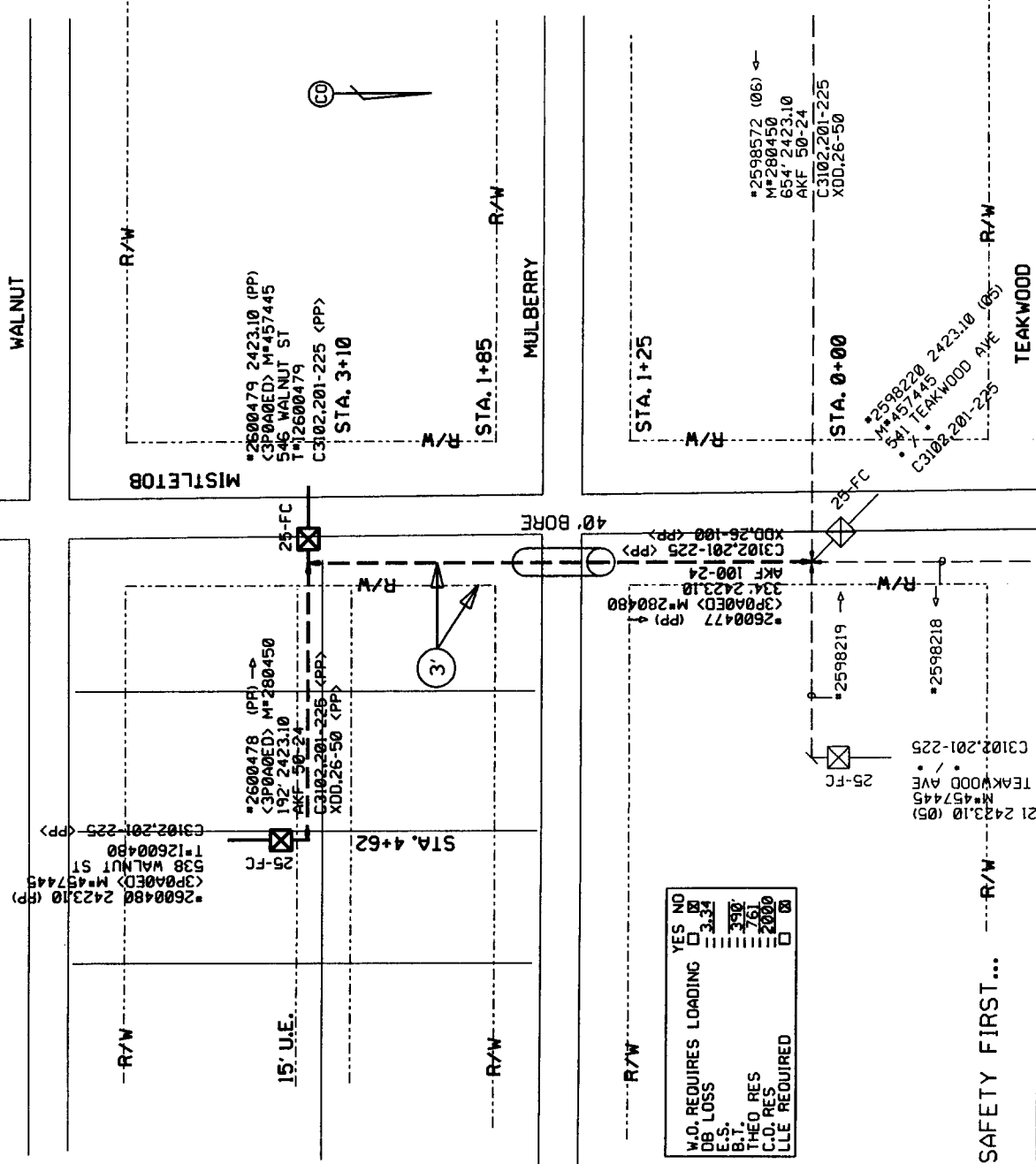
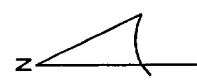
DO NOT ATTEMPT THE JOB! CALL YOUR SUPERVISOR IMMEDIATELY!

←

\*2598218 (05)  
M\*280480  
334' 2423.10  
AKF 100-24  
C3102.201-225  
XDD.26-50

→

\*2598219 (05)  
M\*280450  
192' 2423.10  
AKF 50-24  
C3102.201-225  
XDD.26-50



|                       |                               |
|-----------------------|-------------------------------|
| W.O. REQUIRES LOADING | YES NO                        |
| DB LOSS               | <input type="checkbox"/> 3.34 |
| E.S.                  | <input type="checkbox"/> 3.34 |
| B.T.                  | <input type="checkbox"/> 3.34 |
| THEO RES              | <input type="checkbox"/> 761  |
| C.O. RES              | <input type="checkbox"/> 2000 |
| ILLE REQUIRED         | <input type="checkbox"/> 0    |

NOTE AREA —

BURY CABLE 3 FOOT OFF OF EXISTING RIGHT OF WAY.  
MAINTAIN A MINIMUM GROUND COVER OF 36 INCHES.  
RESTORE RIGHT OF WAY TO ORIGINAL OR BETTER CONDITION.

VERIZON

9TS

AREA

STATE: TX

DIVISION: SOUTHWEST

EXCH: 5404

REM. CD: 001

W.C.: 4310

WD NO.: 3P0A0ED

TITLE: ARCL-DOR-RI-PRO. SRV.538 WALNUT

TWP: .

RNG.: .

SEC.: .

SAL: XXX

DATE: 12/10/07

REV. DATE:

SCALE: 1"=50.00'

FILE: WP1

DRWN TB

ENG TB

APRVD LS

PRINT I OF 1

KILOVOLTS

0.00

PRIMARY VOLTAGE (UTJSE) (BURJ1)

EXPOSED

ARCOLA

**REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT**

On this 15 day of January, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of W.W. Payton Corporation  
 Job Location Cansfield Way  
 Dated 1-4-08 Bond No. 61BSBE06996, Permit No. 83445  
 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Starvinoha, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

**Notes:**

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
  - a) 48 hours in advance of construction start up, and
  - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator  
 Fort Bend County Engineering  
 P.O. Box 1449  
 Rosenberg, Texas 77471-1449  
 281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]  
 County Engineer

By N/A  
 Drainage District Engineer/Manager

Presented to Commissioners Court  
 and approved.  
 Recorded in Volume 1-15-08  
 Minutes of Commissioners Court.

Clerk of Commissioners Court

By [Signature]  
 Deputy

**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE  
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS**

**AUTHORIZED**

BOND NO 61BSBE06996

THE STATE OF TEXAS

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF FORT BEND

§

W. W. PAYTON CORPORATION ON BEHALF OF  
THAT WE, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 34 whose  
address is P.O. Box 1056, Katy, TX 77492-1056, Texas, hereinafter called the Principal,  
and HARTFORD CASUALTY INSURANCE COMPANY, a Corporation existing under and by virtue of  
the laws of the State of INDIANA and authorized to do an indemnifying business in the State of  
Texas, and whose principal office is located at P.O. Box 4611, Houston, TX 77210-4611, whose  
officer residing in the State of Texas, authorized to accept service in all suits and actions brought  
within said State is \* and whose address is Hartford, P.O. Box 130927, Dallas, TX 75313-0927,  
hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge  
of Fort Bend County, Texas, or his successors in office, in the full sum of FIVE THOUSAND & NO/100--  
Dollars (\$ 5,000.00) current, lawful money of the United States of America, to be paid to said  
Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which  
payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us,  
our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and  
severally, by these presents.

\*Michael Heidrick

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden  
principal contemplates laying, constructing, maintaining and/or repairing one or more cables,  
conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the  
County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court  
of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day  
of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort  
Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to  
and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance  
bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable,  
conduit and/or pole line activity (including, but not limited to the laying, construction,  
maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along  
roads, streets and highways in the County of Fort Bend and State of Texas, under the  
jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in  
accordance with minimum requirements and conditions of the above mentioned Commissioners'  
Court order set forth and specified to be by said principal done and performed, at the time and  
in the manner therein specified, and shall pay over and make good and reimburse Fort Bend  
County, all loss and damages which Fort Bend County may sustain by reason of any failure or  
default on the part of said principal, then this obligation shall be null and void, otherwise to  
remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of  
Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond,  
it may require further and/or additional bonds of the principal.

EXECUTED this 28th day of December, 20 07.

HOUSTOUN, WOODARD, EASON, GENTLE,  
TOMFORDE, AND ANDERSON, INC.  
dba Insurance Alliance  
1776 Yorktown, Suite 200  
Houston, Texas 77056-4114  
TDI License #1381 FEIN # 760362043

W. W. PAYTON CORPORATION

PRINCIPAL

BY Wesley W. Payton - President

HARTFORD CASUALTY INSURANCE COMPANY  
SURETY

BY C. W. Adams Attorney-in-Fact  
#812396

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 61-610074 & 46-505987

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Donald E. Woodard, Jr., Harlan J. Berger, Andrew J. Janda, C. W. Adams, Sue Kohler, Leland L. Rauch,  
Sharon Cavanaugh, Cheryl R. Colson, Michael Cole, JoAnn Parker*  
of  
Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 28, 2007.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*  
Gary W. Stumper, Assistant Vice President

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for your information only and does not become a part or condition of the attached document.

## **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

# COUNTY OF FORT BEND

## Engineering Department

P.O. Box 1449  
Rosenberg, TX 77471-1449

Johnny Ortega  
Permit Administrator

1124 Blume Rd.  
Phone: (281)342-3039

### PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 003445

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

- ☒ (1) Complete Application Form.
- ☐ a. Name of road, street, and/or drainage ditch affected.
- ☐ b. Vicinity map showing course of direction.
- ☐ c. Plans and specifications.

- ☒ (2) Bond:
- ☐ District Attorney, approval when applicable.
- ☐ Perpetual bond currently posted.
- ☐ No. \_\_\_\_\_
- ☐ Amount \_\_\_\_\_
- ☒ Performance bond submitted.
- ☐ No. 61BSBE06996
- ☐ Amount \$5,000.
- ☐ Cashier's Check.
- ☐ No. \_\_\_\_\_
- ☐ Amount \_\_\_\_\_

- ☐ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgment

Date

Precinct Commissioner Acknowledgment

Date

- ☐ (4) \_\_\_\_\_
- Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.

  
Johnny Ortega CFM/ Permit Administrator

1/4/07  
Date

**FORT BEND COUNTY ENGINEERING  
PERMIT DEPARTMENT  
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS  
COMMERCIAL PIPE PERMIT APPLICATION  
P.O. BOX 1449 • 1124 BLUME ROAD  
ROSENBERG, TX 77471  
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366**

**APPLICANT INFORMATION**

Application No. 83445  
(County Use Only)

Applicant Name W. W. Payton Corporation  
Applicant Mailing Address P.O. Box 1056  
City Katy State Texas Zip 77492-1056  
Home Phone (713) 823-2095 Daytime Phone (281) 371-7068  
Property Owner's Name Fort Bend County MUD #34 Phone (713) 869-7900  
Property Owner's Mailing Address c/o Carter & Burgess, Inc 55 Waugh Dr., Ste. 800  
City Houston State Texas Zip 77007

**LOCATION OF PROPERTY**

Subdivision Seven Meadows Sec 1 Lot --- Blk ---  
Physical Address 23751 Cansfield Way - Richmond, Texas 77469

(ATTACH A SITE MAP)

**SITE USE**

Driveway Curb & Gutter Section ☒ Driveway - Open Ditch Section ☐  
Culvert Only ☐

**DRIVEWAY REQUIREMENTS**

Length 20' minimum and 40' maximum Number of drives 1

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)  
Available on web site [www.co-fort-bend.tx.us](http://www.co-fort-bend.tx.us)

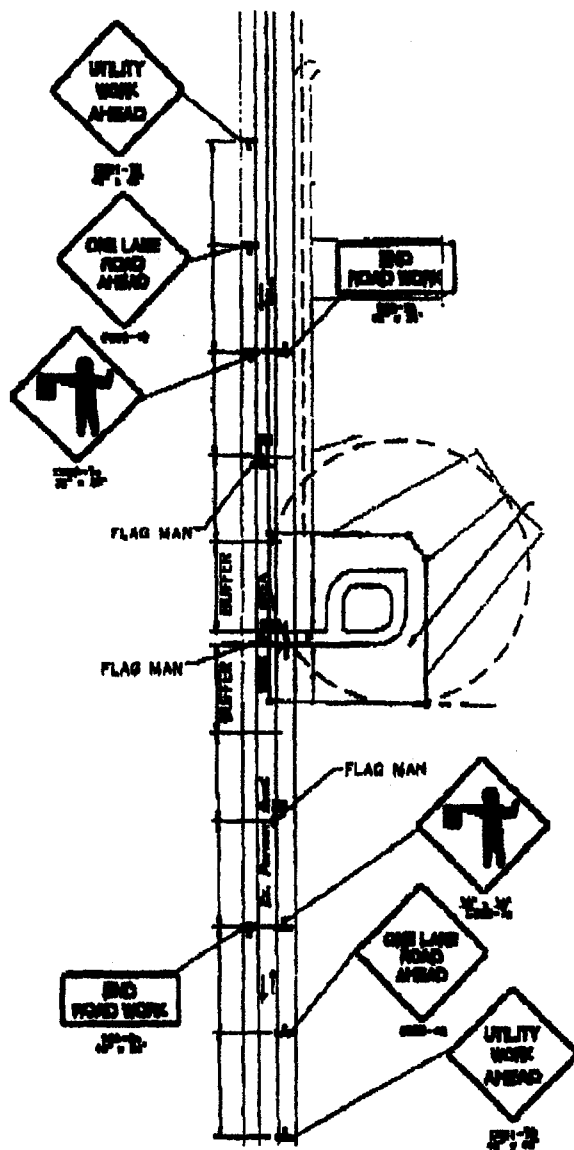
- By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the Fort Bend County Regulations of Subdivisions and I am aware of Section 2, Item F in the Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property. Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.
- The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.
- Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.
- Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.

Eric A. Sliva  
Signature of Applicant, Agent or Attorney

12/21/07  
Date

Eric A. Sliva  
Printed Name





## TRAFFIC CONTROL PLAN

**SCALE: NTS.**

**PROJECT NO.**

**DATE**

**SHEET**

**Nov. 2006**

1 of 1

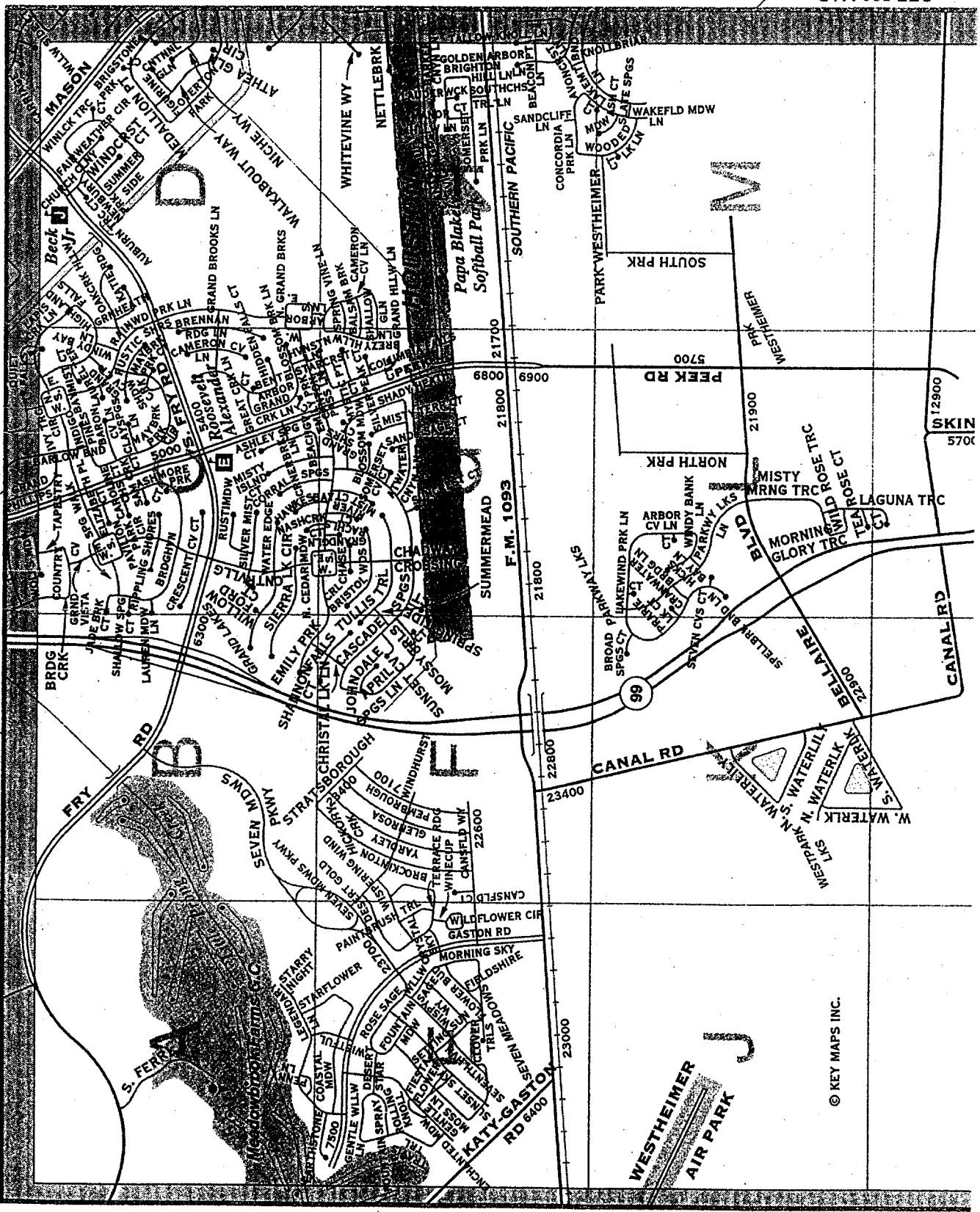
[illegible]

525



SEE 485 MAP

SEE 526 MAP



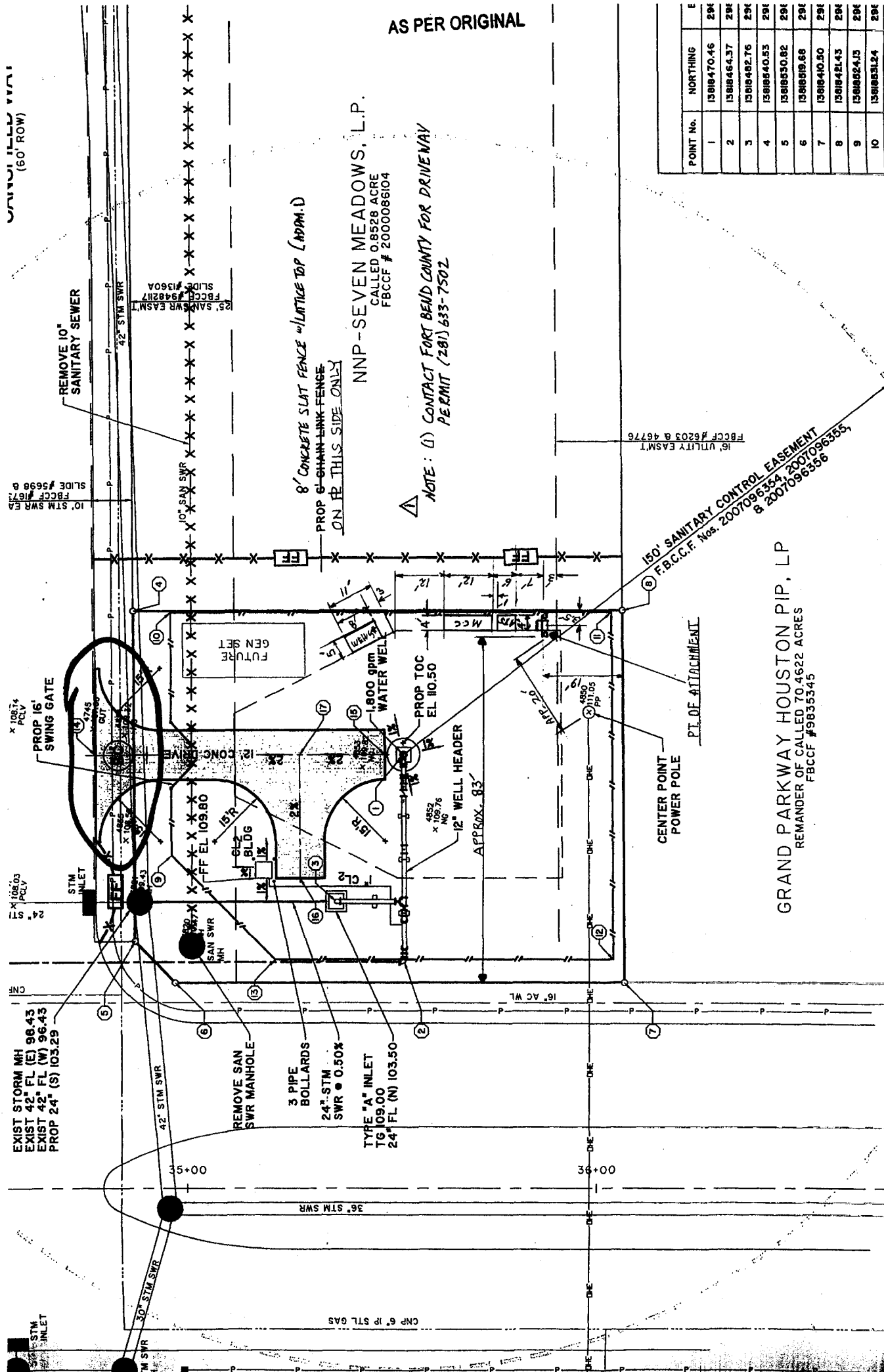
© KEY MAPS INC.

Fort Bend County MUD #34  
Remote Water Well & Collection Line  
Payton Job No. 292  
KM #525-E

From I-10 take Hwy. 99 (Grand Parkway) South to FM 1093. Turn right and head west to Gaston Rd. Turn Right on Gaston Road and follow to Cansfield Way. Turn right on Cansfield Way and jobsite is about 100' down Cansfield Way on the Right (South Side).



AS PER ORIGINAL



| POINT No. | NORTHING    | E   |
|-----------|-------------|-----|
| 1         | 13810470.46 | 294 |
| 2         | 13810464.37 | 294 |
| 3         | 13810482.76 | 294 |
| 4         | 13810540.53 | 294 |
| 5         | 13810550.82 | 294 |
| 6         | 13810589.66 | 294 |
| 7         | 13810410.50 | 294 |
| 8         | 13810421.43 | 294 |
| 9         | 13810524.15 | 294 |
| 10        | 13810631.24 | 294 |

GRAND PARKWAY HOUSTON PIP, LP  
 REMAINDER OF CALLED TO 4622 ACRES  
 FBCCF #9835345

150' SANITARY CONTROL EASEMENT  
 FBCCF Nos. 2007096354, 2007096355,  
 & 2007096356

NOTE: (1) CONTACT FORT BEND COUNTY FOR DRIVEWAY  
 PERMIT (281) 633-7502

NNP-SEVEN MEADOWS, L.P.  
 CALLED 0.8528 ACRE  
 FBCCF # 2000086104

8' CONCRETE SLAT FENCE w/LUTITE TOP (NORM.D)  
 PROP 6'-CHAIN-LINK-FENCE  
 ON R. THIS SIDE ONLY

UNIMPROVED ROW  
 (60' ROW)

REMOVE 10" SANITARY SEWER  
 10' STM SWR EA  
 FBCCF #5698 &  
 SLIDE #5698 &  
 42" STM SWR  
 FBCCF #948217  
 SLIDE #1360A  
 25' SAN SWR EASM

PROP 16' SWING GATE  
 X 108.74  
 PCLV

STM INLET  
 X 108.03  
 PCLV

EXIST STORM MH  
 EXIST 42" FL (E) 96.43  
 EXIST 42" FL (W) 96.43  
 PROP 24" (S) 103.29

REMOVE SAN SWR MANHOLE  
 3 PIPE BOLLARDS  
 24" STM SWR @ 0.50%

TYRE "A" INLET  
 TG 109.00  
 24" FL (N) 103.50

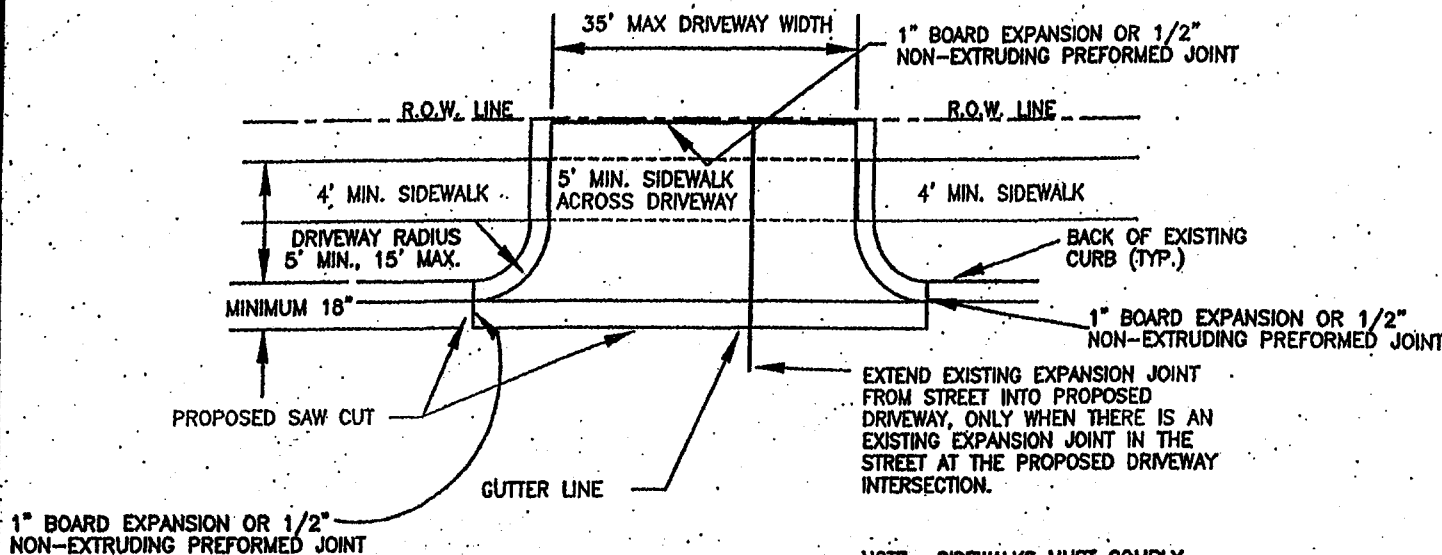
1,800 gpm WATER WELL  
 PROP TOC EL 10.50

12" WELL HEADER  
 APPROX. 83'

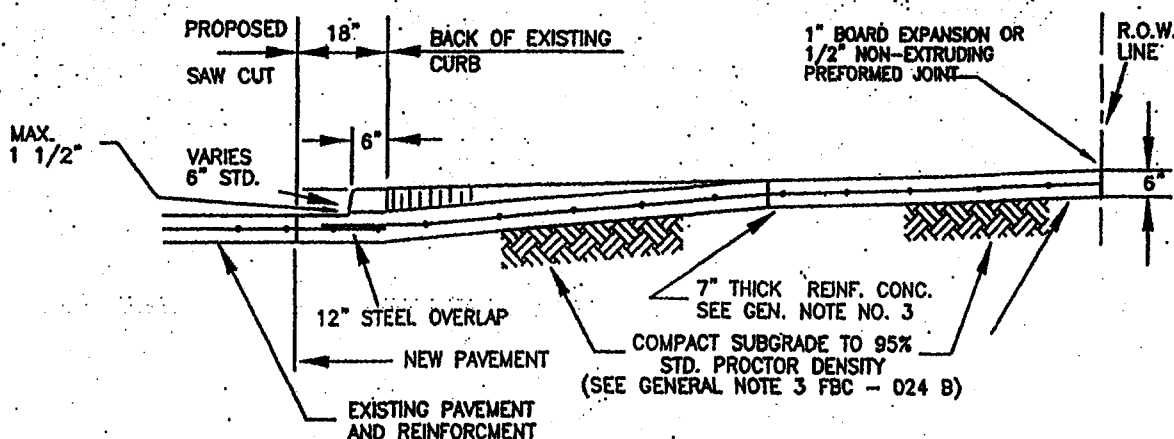
CENTER POINT POWER POLE  
 PT. OF ATTACHMENT

WHEN A COMMERCIAL SIDEWALK, DRIVEWAY OR CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGARDED ON COUNTY RIGHT-OF-WAY. FOR USE WITH CONCRETE OR ASPALT CURBED TYPE STREETS, USE SECTIONS APPLICABLE.

A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS



B. USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS



DRIVEWAYS ON CURB  
TYPE STREETS

COMMERCIAL AREA

DRAWN BY: L. BRDECKA  
DATE DRAWN: 2-1-94

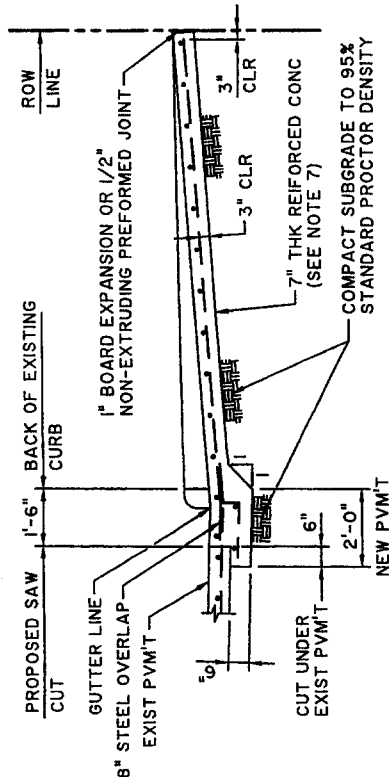
APPROVED BY: L. HOOD  
DATE: 2-1-94

REVISED BY: L. BRDECKA  
DATE REVISED: 3-10-05

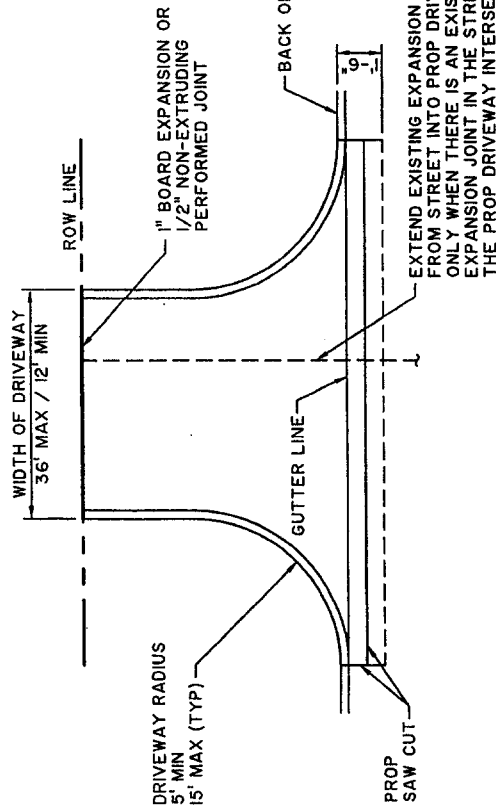
DRAWING NO.  
FBC-025A

FORT BEND COUNTY ENGINEERING DEPARTMENT

- GENERAL NOTES:**
1. PROPOSED DRIVEWAY, SIDEWALK, CURB, GUTTER LINE AND GRADE SHALL MATCH EXISTING STREET.
  2. PROPOSED SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE, 4 1/2 SACK CEMENT PER CUBIC YARD, 4 1/2 INCHES THICK AND 4 FEET MINIMUM WIDTH. SEE DRAWINGS FOR ADDITIONAL INFORMATION AND DETAILS.
  3. PROPOSED DRIVEWAY SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE, 5 SACK CEMENT PER CUBIC YARD, 7 INCHES THICK, FROM PROPOSED SAW CUT TO RIGHT-OF-WAY LINE (PROPERTY LINE).
  4. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE #4 DEFORMED REINFORCING BARS (ASTM A631) OR #3 (UNLESS NOTED) SPACED AT 24 INCHES C.C. EACH WAY WITH 12 INCHES MINIMUM LAP (6" 1/2" SAW CUTS ALTERNATED) FROM PROPOSED SAW CUT TO RIGHT-OF-WAY LINE.
  5. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE TIED TO EXISTING ROADWAY REINFORCING STEEL WITH A MINIMUM LAP OF 8 INCHES.
  6. PROPOSED GUTTER LINE IS TO BE MAINTAINED AT FACE OF EXISTING CURB.
  7. SAW CUT EXISTING CURB AT EACH END AND KNOCK OUT CURB FROM BEGINNING TO END OF PROPOSED DRIVEWAY.
  8. SAW CUT EXISTING PAVEMENT A MINIMUM OF 12 INCHES AWAY FROM FACE OF CURB (GUTTER LINE) AND BREAK OUT TO EXPOSE EXISTING REINFORCEMENT STEEL.
  9. COMPACT SUBGRADE FOR PROPOSED DRIVEWAY CONNECTION FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO RIGHT-OF-WAY LINE. COMPACT TO 95% OF STANDARD PROCTOR DENSITY (12% OPT. MOISTURE). THE COUNTY ENGINEER RESERVES THE RIGHT TO REQUIRE LABORATORY TESTS TO BE CONDUCTED.
  10. IF MORE THAN ONE PROPOSED DRIVEWAY IS BUILT ON THE SAME PROPERTY, SAID DRIVEWAYS SHALL BE SEPARATED BY A MINIMUM DISTANCE OF 20 FEET (ROADWAYS WITH CURBS AND SIDEWALKS).
  11. REINFORCING STEEL TO BE ELEVATED A MINIMUM OF 3" ABOVE SUBGRADE. (3 INCH MANUFACTURED CHAIRS ARE REQUIRED WITH MAXIMUM SPACING OF 72 INCHES C.C. EACH WAY).



"USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS"



USE FOR ALL PROPOSED EXISTING CURB REMOVAL:

ACCESS DRIVE DETAIL

NTS

**REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT**

On this 15 day of January, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Cedarwood Development/Tri-C Construction Co., Inc.  
 Job Location Grand Mission Boulevard  
 Dated 1/8/08 Bond No. 104951375, Permit No. 83447  
 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Stavinoha, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

**Notes:**

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
  - a) 48 hours in advance of construction start up, and
  - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator  
 Fort Bend County Engineering  
 P.O. Box 1449  
 Rosenberg, Texas 77471-1449  
 281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By M. June Hegamin  
 County Engineer

By N/A  
 Drainage District Engineer/Manager

Presented to Commissioners Court  
 and approved.  
 Recorded in Volume 1-15-08  
 Minutes of Commissioners Court.

Clerk of Commissioners Court  
 By Sherry Fisk  
 Deputy

**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE  
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS**

AUTHORIZED

BOND NO 104951375

THE STATE OF TEXAS       §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND       §

THAT WE, Tri-C Construction Co., Inc. whose  
address is 222 Pennbriht, Ste. 109, Houston, TX 77090, Texas, hereinafter called the Principal,  
and Travelers Casualty and Surety Company of America, a Corporation existing under and by virtue of  
the laws of the State of CT and authorized to do an indemnifying business in the State of  
Texas, and whose principal office is located at One Tower Square, Hartford, CT 06183, whose  
officer residing in the State of Texas, authorized to accept service in all suits and actions brought  
within said State is David Wightman and whose address is 14450 T.C Jester Blvd., Ste. 100, Houston, TX 77014  
hereinafter called the Surety, and held and firmly bound unto, Robert E. Hebert, County Judge  
of Fort Bend County, Texas, or his successors in office, in the full sum of Thirteen Thousand Seven Hundred Fifty Dollars and 00/100  
Dollars (\$13,750.00) current, lawful money of the United States of America, to be paid to said  
Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, to which  
payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us,  
our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and  
severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden  
principal contemplates laying, constructing, maintaining and/or repairing one or more cables,  
conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the  
County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court  
of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day  
of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort  
Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to  
and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance  
bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable,  
conduit and/or pole line activity (including, but not limited to the laying, construction,  
maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along  
roads, streets and highways in the County of Fort Bend and State of Texas, under the  
jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in  
accordance with minimum requirements and conditions of the above mentioned Commissioners'  
Court order set forth and specified to be by said principal done and performed, at the time and  
in the manner therein specified, and shall pay over and make good and reimburse Fort Bend  
County, all loss and damages which Fort Bend County may sustain by reason of any failure or  
default on the part of said principal, then this obligation shall be null and void, otherwise to  
remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of  
Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond,  
it may require further and/or additional bonds of the principal.

EXECUTED this 11th day of December, 2007.

Tri-C Construction Co., Inc.

PRINCIPAL

BY

Travelers Casualty and Surety Company of America

SURETY

BY

Marybeth Fauble, Attorney-in-Fact





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 214270

Certificate No. 001547424

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Edward M. Kraine, Richard D. Szeghy, Pam L. Kennedy, and Marybeth Fauble

of the City of Cleveland, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of March, 2007.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: George W. Thompson

George W. Thompson, Senior Vice President

On this the 29th day of March, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11<sup>th</sup> day of December, 20 07

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Office of Financial  
Regulation Services  
2100 Stella Court  
Columbus, OH  
43215-1067  
(614) 644-2658  
Fax (614) 644-3256  
www.ohioinsurance.gov

## Ohio Department of Insurance

Ted Strickland - Governor  
Mary Jo Hudson - Director



### Certificate of Compliance

|           |          |
|-----------|----------|
| Issued    | 03/28/07 |
| Effective | 04/02/07 |
| Expires   | 04/01/08 |

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys. Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

Surety

Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2006 that it has admitted assets in the amount of \$3,291,414,536, liabilities in the amount of \$2,163,513,785, and surplus of at least \$1,127,900,751.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Jo Hudson  
Director



## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2006

CAPITAL STOCK \$ 6,000,000

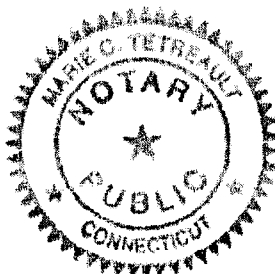
| ASSETS                            |                         | LIABILITIES & SURPLUS                             |                         |
|-----------------------------------|-------------------------|---|-------------------------|
| CASH & INVESTED CASH              | \$ 76,355,964           | UNEARNED PREMIUMS                                 | \$ 623,730,632          |
| BONDS                             | 2,548,457,197           | LOSSES  | 818,516,520             |
| STOCK                             | 7,637,384               | LOSS ADJUSTMENT EXPENSES                          | 118,438,564             |
| INVESTMENT INCOME DUE AND ACCRUED | 30,216,729              | COMMISSIONS                                       | 19,742,205              |
| PREMIUM BALANCES                  | 201,053,056             | TAXES, LICENSES AND FEES                          | 15,793,228              |
| REINSURANCE RECOVERABLE           | 5,198,107               | OTHER EXPENSES                                    | 22,000,222              |
| NET DEFERRED TAX ASSET            | 39,709,957              | CURRENT FEDERAL AND FOREIGN INCOME TAXES          | 21,823,738              |
| CEDED DEPOSIT ASSET               | 9,738,416               | DIVIDENDS   | 6,331,265               |
| OTHER ASSETS                      | 4,905,093               | CEDED REINSURANCE NET PREMIUMS PAYABLE            | 45,063,239              |
|                                   |                         | FUNDS HELD UNDER REINSURANCE TREATIES             | 103,387,506             |
|                                   |                         | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 37,704,137              |
|                                   |                         | REMITTANCES AND ITEMS NOT ALLOCATED               | 39,577,156              |
|                                   |                         | PROVISION FOR REINSURANCE                         | 7,452,530               |
|                                   |                         | PAYABLE TO PARENT, SUBSIDIARIES & AFFILIATES      | 38,445,782              |
|                                   |                         | PAYABLE FOR SECURITIES                            | 24,120,280              |
|                                   |                         | RETROACTIVE REINSURANCE RESERVE                   | 21,365,544              |
|                                   |                         | OTHER ACCRUED EXPENSES AND LIABILITIES            | 3,125,754               |
|                                   |                         | <b>TOTAL LIABILITIES</b>                          | <b>\$ 1,967,218,382</b> |
|                                   |                         | CAPITAL STOCK                                     | \$ 6,000,000            |
|                                   |                         | PAID IN SURPLUS                                   | 303,297,402             |
|                                   |                         | OTHER SURPLUS                                     | 646,756,120             |
|                                   |                         | <b>TOTAL SURPLUS TO POLICYHOLDERS</b>             | <b>\$ 956,053,522</b>   |
| <b>TOTAL ASSETS</b>               | <b>\$ 2,923,271,903</b> | <b>TOTAL LIABILITIES &amp; SURPLUS</b>            | <b>\$ 2,923,271,903</b> |

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - BOND, OF THE TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA. AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30th DAY OF JUNE, 2006.

*L. A. Siuta*  
CHIEF FINANCIAL OFFICER - BOND  
*Marie C. Tetreault*  
NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
26TH DAY OF AUGUST, 2006



MARIE C. TETREAULT  
Notary Public  
My Commission Expires June 30, 2011

# COUNTY OF FORT BEND

## Engineering Department

P.O. Box 1449  
Rosenberg, TX 77471-1449

Johnny Ortega  
Permit Administrator

1124 Blume Rd.  
Phone: (281)342-3039

### PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083447

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

- ☒ (1) Complete Application Form.
- ☒ a. Name of road, street, and/or drainage ditch affected.
  - ☒ b. Vicinity map showing course of direction.
  - ☐ c. Plans and specifications.

- ☒ (2) Bond:
- ☐ District Attorney, approval when applicable.
  - ☐ Perpetual bond currently posted.  
No. \_\_\_\_\_
  - ☐ Amount \_\_\_\_\_
  - ☒ Performance bond submitted.  
No. 104951375
  - ☐ Amount \$13,750.
  - ☐ Cashier's Check.  
No. \_\_\_\_\_
  - ☐ Amount \_\_\_\_\_

- ☐ (3) Verbal permission given for emergencies, to start construction before approved in Commissioners' Court.

Precinct Engineer Acknowledgment


Date

Precinct Commissioner Acknowledgment

Date

- ☐ (4) Drainage District Approval when applicable.

We have reviewed this project and agree it meets minimum requirements.

  
Johnny Ortega CFM/ Permit Administrator

1/8/08  
Date

**FORT BEND COUNTY ENGINEERING**  
**PERMIT DEPARTMENT**  
**CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS**  
**COMMERCIAL PIPE PERMIT APPLICATION**  
**P.O. BOX 1449 □ 1124 BLUME ROAD**  
**ROSENBERG, TX 77471**  
**(Phone) 281-633-7502 or 7503 □ (Fax) 281-342-7366**

**APPLICANT INFORMATION**

Application No. 83447  
(County Use Only)

Applicant Name CEDARWOOD DEVELOPMENT  
Applicant Mailing Address 222 PENNBRIGHT, SUITE 109  
City HOUSTON State TEXAS Zip 77090  
Home Phone \_\_\_\_\_ Daytime Phone 281.877.4141  
Property Owner's Name CVS PHARMACY Phone 401.770.7870  
Property Owner's Mailing Address ONE CVS WAY  
City WOONSOCKET State RHODE ISLAND Zip 02895

**LOCATION OF PROPERTY**

Subdivision CVS GRAND MISSION Sec \_\_\_\_\_ Lot \_\_\_\_\_ Blk 1  
Physical Address 6900 GRAND MISSION, RICHMOND, TX 77469

(ATTACH A SITE MAP)

**SITE USE**

Driveway Curb & Gutter Section ☐ Driveway - Open Ditch Section ☐  
Culvert Only ☐ Other - Left Turn Lane ☒

**DRIVEWAY REQUIREMENTS**

Length 20' minimum and 40' maximum Number of drives \_\_\_\_\_

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)  
Available on web site [www.co-fort-bend.tx.us](http://www.co-fort-bend.tx.us)

- By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the Fort Bend County Regulations of Subdivisions and I am aware of Section 2, Item F in the Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property. Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine month from the date of the permit and that fee collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIER'S CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.
- The undersigned applicant, agent or attorney hereby certifies to Commissioner's Court to be strictly bound to Commissioner's Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.
- Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.
- Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.

Signature of Applicant, Agent or Attorney \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_



**REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT**

On this 15 day of January, 20 08, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Clearwater Utilities, Inc.  
Job Location Sansbury Boulevard  
Dated 1/8/08 Bond No. 6523268, Permit No. 83448

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Meyers, seconded by Commissioner Stavinoha, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

**Notes:**

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
  - a) 48 hours in advance of construction start up, and
  - b) When construction is completed and ready for final inspection

Mail notices to: Permit Administrator  
Fort Bend County Engineering  
P.O. Box 1449  
Rosenberg, Texas 77471-1449  
281/342-3039

3. This permit expires one (1) year from date of permit if construction has not commenced.

By [Signature]  
County Engineer  
By N/A  
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.  
Recorded in Volume 1-15-08  
Minutes of Commissioners Court.

Clerk of Commissioners Court  
By [Signature]  
Deputy



**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE  
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS**

**AUTHORIZED**

Job 17064 - 13.5 Commercial Tract

BOND NO. 6523268

THE STATE OF TEXAS           §

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF FORT BEND       §

THAT WE, Clearwater Utilities, Inc. obo Fort Bend County <sup>MUD No. 116</sup> whose address is 22803 Schiel Rd. Cypress, TX 77433, Texas, hereinafter called the Principal, and Safeco Insurance Company of America, a Corporation existing under and by virtue of the laws of the State of Washington and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 1600 N. Collins Blvd., Ste. 3000 Richardson, TX 75083, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Mike Glasscock and whose address is 1600 N. Collins Blvd., Ste. 3000 Richardson, TX 75083, hereinafter called the Surety, and held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Dollars (\$ 5,000.00 ) current, lawful money of the United States of America, to be paid to said James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to, and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 19th day December of, 20 07.

Clearwater Utilities, Inc. on behalf of Fort Bend County MUD No. 116

PRINCIPAL

BY 

Safeco Insurance Company of America

SURETY

BY  Michelle Ulery, Attorney in Fact



POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
Safeco Plaza  
Seattle, WA 98165

No. 6847

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

\*\*\*\*\*KELLY J. BROOKS; C. A. MCCLURE; KENNETH L. MEYER; MICHELLE ULERY; Cypress, Texas\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 5th day of March, 2007

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

**CERTIFICATE**

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
  - (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
  - (iii) Certifying that said power-of-attorney appointment is in full force and effect,
- the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of December, 2007



**STEPHANIE DALEY-WATSON, SECRETARY**

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WEB PDF



## **State of Texas Surety Bond Claim Notice**

**Texas Department of Insurance - 1-800-252-3439**

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code, any notice of claim to the named surety under this bond(s) should be sent to:

**SAFECO Surety  
Adams Building  
4634 154th PL NE  
Redmond, WA 98052**

**Mailing Address:  
SAFECO Surety  
PO Box 34526  
Seattle, WA 98124**

**Phone: (425) 376-6535  
Fax: (425) 376-6533  
[www.SAFECO.com](http://www.SAFECO.com)  
**1-800-472-5357****

## Engineering Department

**1124 Blume Rd.**  
**Phone: (281)342-3039**

PERMIT NO. 083448

1/8/08  
Date

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY  
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES  
IN FORT BEND COUNTY

APPLICANT'S JOB NO. 17064  
PERMIT No. 83448 PCT. No. 1  
BOND No. 6523268

Formal notice is hereby given that Clearwater Utilities Inc.  
proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or  
along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

| Road or<br>Ditch Name | Distance & Direction From<br>Nearest Intersection | Length of<br>Crossing | Type of Construction<br>Bored: Jacked: Driven: Case |
|-----------------------|---|-----------------------|---|
| <u>Sansberg Blvd</u>  | <u>375' E of Brazos St</u>                        | <u>90'</u>            | <u>X</u>  |
|                       |   |                       |   |
|                       |   |                       |   |

Along Roads and/or Drainage Ditches

| Road or<br>Ditch Name | Distance & Direction From<br>Nearest Intersection | To | Distance |
|-----------------------|---|----|----------|
|                       |   |    |          |
|                       |   |    |          |
|                       |   |    |          |

General Description

Bore under road and tie in to water line

The Location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail to: Permit Administrator/Fort Bend County Engineering  
P.O. Box 1449, Rosenberg, TX 77471.

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: Clearwater Utilities Inc.  
AGENT and/or OWNER  
(Signature)

NAME & TITLE: Alan Wright U.P.  
(Please Print)

DATE: 1-2-08

ADDRESS: 22803 Schiel Rd  
(Street/P.O. Box)

City: Cypress State: TX Zip: 77433

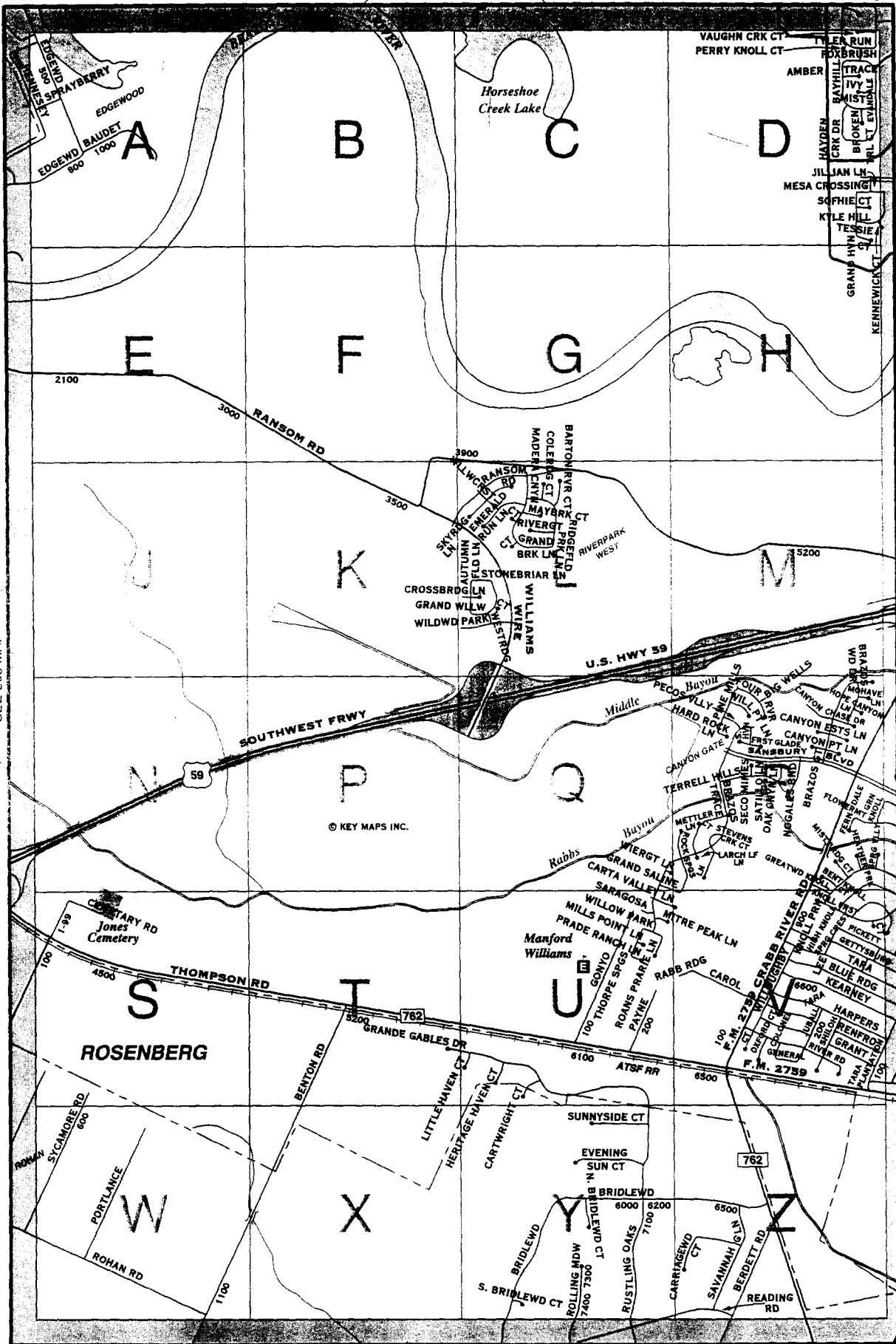
TELEPHONE NO: 713-858-7323  
(accessible 24 hrs/day, 7 days/week)

606

SEE 566 MAP



SEE 605 MAP

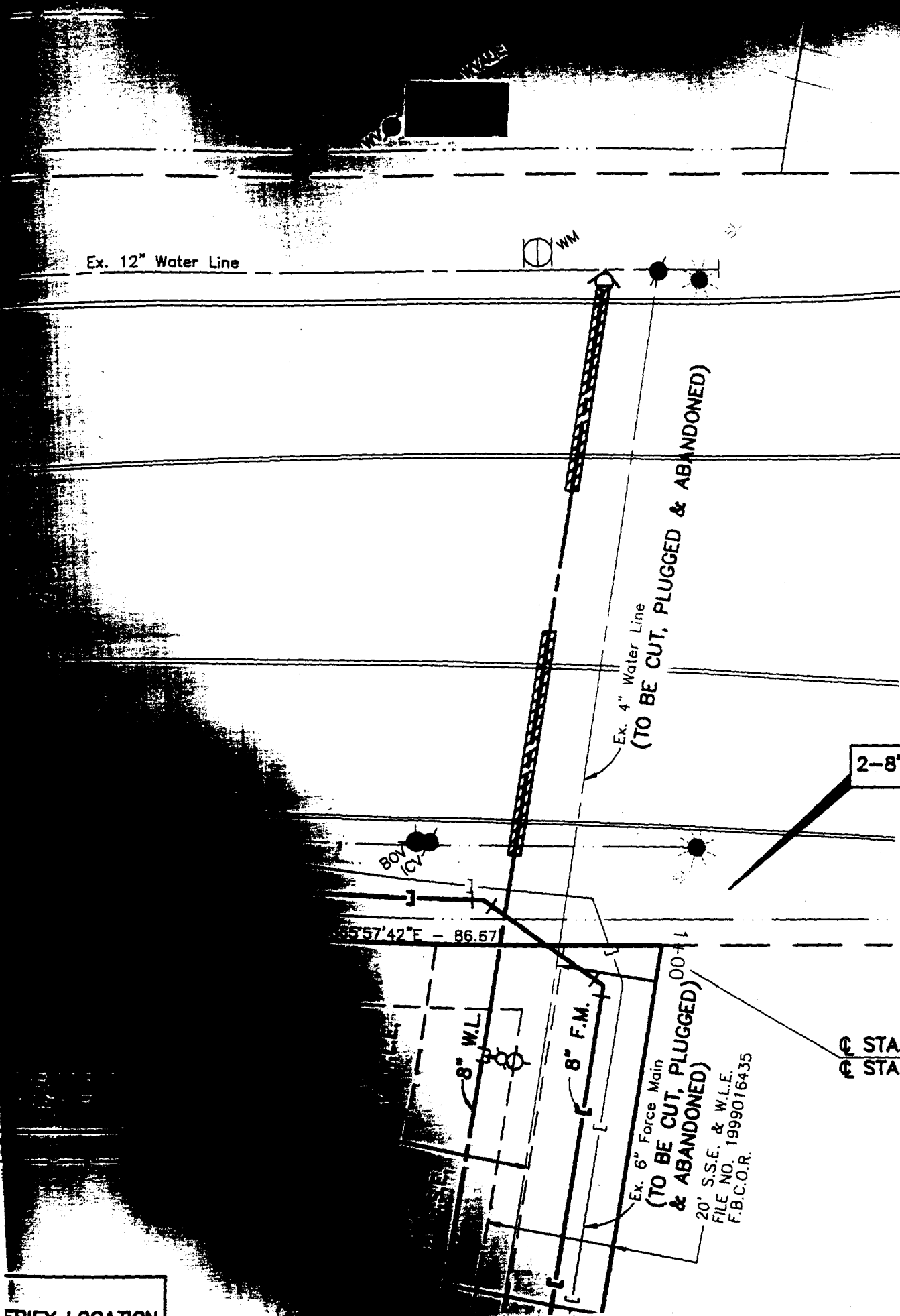


0 1/4 1/2 3/4 1 Mile

SEE 646 MAP

© KEY MAPS INC. 2001

AS PER ORIGINAL



⊙ STA. 4+60.42 BASE  
⊙ STA. 1+00 BASE LINE

76

74

72

70

68

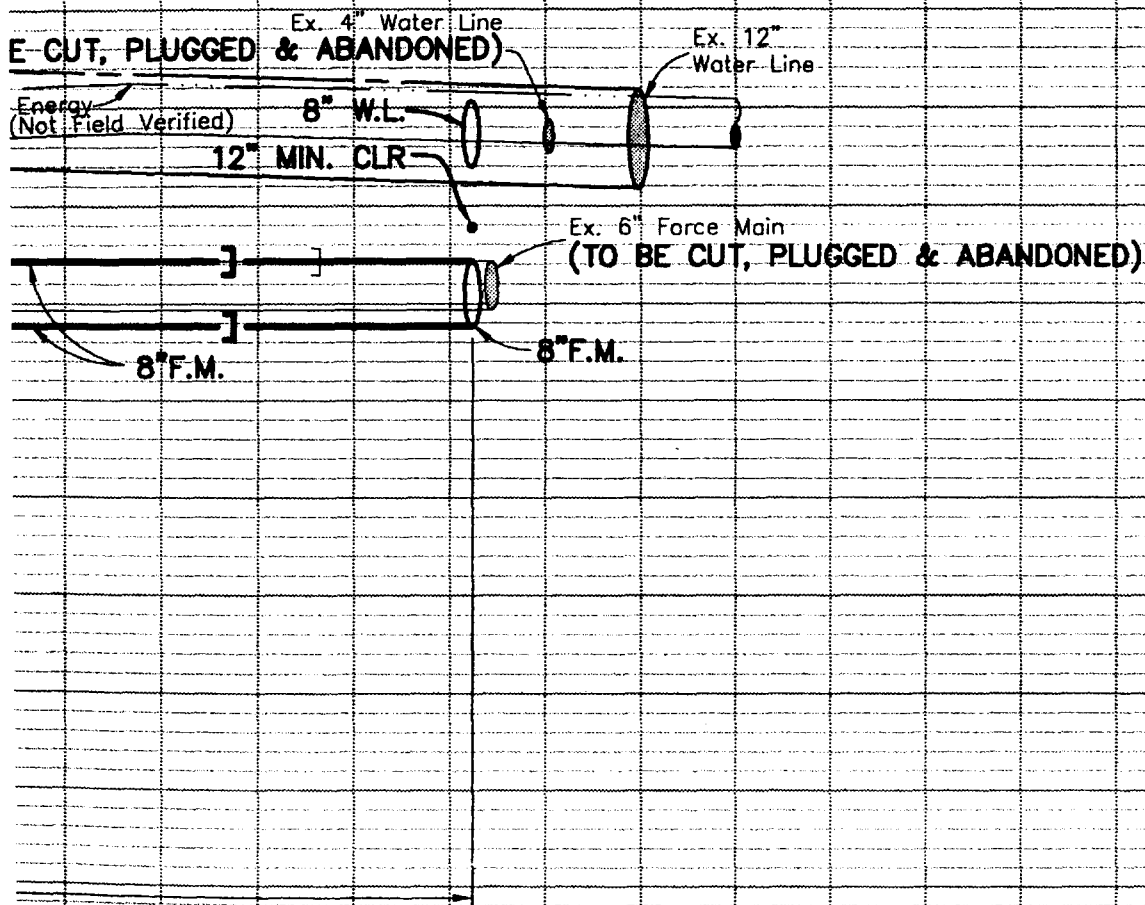
66

64

62

60

58





# RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

## BOND

Number SU5018586 Amount \$ 628,320.00

Principal NNP-Seven Meadows, L.P.

Surety Arch Insurance Company

## BOND RIDER

Number \_\_\_\_\_ Amount \$

## LETTER OF CREDIT

Number \_\_\_\_\_ Amount \$

## OTHER

Number \_\_\_\_\_ Amount \$

CONSTRUCTION PROJECT (Name or location):

Seven Meadows, Section 15

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

AGREED:

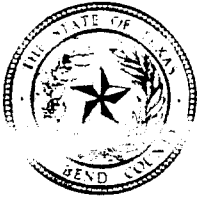
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-15-08 # 105

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fisk  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 3, 2006

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Seven Meadows, Section 15**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                            |                  |
|----------------------------|------------------|
| Gaston Road                | 1,093.44 LF      |
| Willowleaf Garden Crossing | 789.44 LF        |
| Hawthorne Garden Way       | 561.70 LF        |
| Silkbay Meadow Drive       | 772.16 LF        |
| Graceful Oak Crossing      | 1,523.38 LF      |
| Iron Tree Lane             | 998.30 LF        |
| Dillon Creek Lane          | 1,169.98 LF      |
| Madrone Meadow Drive       | 445.72 LF        |
| Sunflower Meadow Lane      | 352.35 LF        |
| Rose Bush Trail            | <u>473.01 LF</u> |
| TOTAL:                     | 8,179.48 LF      |

The current bond is #SU5018586 in the amount of \$628,320.00. Release bond to:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

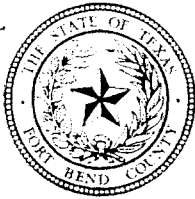
If you should have any questions or need additional information please feel free to call.

Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Mr. Dave Niles, Jacobs-Carter & Burgess  
Mr. Joe Forrester, Newland Communities  
Mr. Scott Greene, Durwood Greene  
Mr. Scott Weighat, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10J for the following:**

|                      |  |
|----------------------|--|
| BOND#                | SU5018586 \$628,320.00   |
| PRINCIPAL            | NNP Seven Meadows LP   |
| SURETY               | Arch Insurance Company   |
| CONSTRUCTION PROJECT | Seven Meadows Section 15   |
| RELEASE TO           | Newland Communities<br>Attn: Joe Forrester<br>10235 W. Little York Suite 260<br>Houston TX 77040 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

*Sherry Fisk*

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

## RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: *(check one or more documents per project)*

## BOND

Number 5016544 Amount \$ 317,660.00

Principal NNP-Seven Meadows, L.P.

Surety Arch Insurance Company

## BOND RIDER

Number \_\_\_\_\_ Amount \$

## LETTER OF CREDIT

Number \_\_\_\_\_ Amount \$

## OTHER

Number \_\_\_\_\_ Amount \$

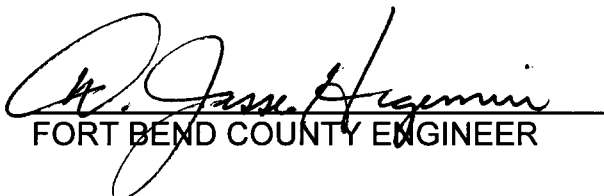
CONSTRUCTION PROJECT (Name or location):

Seven Meadows, Section 16

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

AGREED:

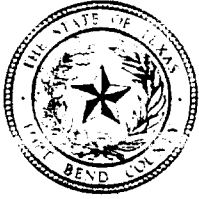
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-15-08 # 10K

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fier  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 3, 2008

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Seven Meadows, Section 16**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                      |                  |
|----------------------|------------------|
| Shambala Way         | 628.52 LF        |
| Cattle Call Way      | 274.98 LF        |
| Hawthorne Garden Way | 597.48 LF        |
| Silkbay Meadow Drive | 507.32 LF        |
| Sweet Melissa Drive  | 677.74 LF        |
| Madrone Meadow Court | 191.45 LF        |
| Dillon Creek Lane    | 885.47 LF        |
| Madrone Meadow Drive | <u>926.12 LF</u> |
| TOTAL:               | 4,689.08 LF      |

The current bond is #5016544 in the amount of \$317,660.00. Release bond to:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

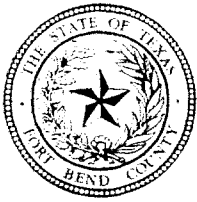
If you should have any questions or need additional information please feel free to call.

Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Mr. Dave Niles, Jacobs-Carter & Burgess  
Mr. Joe Forrester, Newland Communities  
Mr. Scott Greene, Durwood Greene  
Mr. Scott Weighat, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10K for the following:**

|                      |  |              |
|----------------------|--|--------------|
| BOND#                | 5016544  | \$317,660.00 |
| PRINCIPAL            | NNP Seven Meadows LP   |              |
| SURETY               | Arch Insurance Company   |              |
| CONSTRUCTION PROJECT | Seven Meadows Section 16   |              |
| RELEASE TO           | Newland Communities<br>Attn: Joe Forrester<br>10235 W. Little York Suite 260<br>Houston TX 77040 |              |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

A handwritten signature in cursive script, appearing to read "Sherry Fisk".

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: *(check one or more documents per project)*

**BOND**

Number 8197-30-56 Amount \$ 96,880.00

Principal Durwood Greene Construction, L.P. and Houston River's Edge Venture, L.P.

Surety Federal Insurance Company

**BOND RIDER**

Number \_\_\_\_\_ Amount \$

**LETTER OF CREDIT**

Number \_\_\_\_\_ Amount \$

**OTHER**

Number \_\_\_\_\_ Amount \$


CONSTRUCTION PROJECT (Name or location):

**River's Edge, Section 4**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Jerry Berry  
Durwood Greene  
P.O. Box 1338  
Stafford, Texas 77477

AGREED:

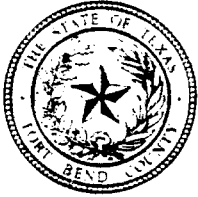
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 1-15-08 # 10 L

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fior  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 3, 2008

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
301 Jackson St.  
Richmond, Texas 77469

**RE: River's Edge, Section 4**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

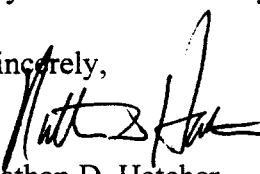
|                  |                  |
|------------------|------------------|
| River Briar Lane | 686.45 LF        |
| Stoneport Court  | 188.30 LF        |
| Old River Lane   | <u>455.00 LF</u> |
| TOTAL:           | 1,329.75 LF      |

The current bond is # 8197-30-56 in the amount of \$ 96,880.00. Release bond to:

Mr. Jerry Berry  
Durwood Greene  
P.O. Box 1338  
Stafford, Texas 77477

If you should have any questions or need additional information please feel free to call.

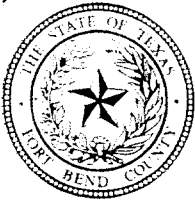
Sincerely,

  
Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Chad Hablinski, Costello, Inc.  
Mr. Glen Howard, Houston River's Edge Ventures, L.P.  
Mr. Scott Greene, Durwood Greene  
Mr. Scott Wiegat, FBC Road & Bridge  
File





DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10L for the following:**

|                         |   |
|-------------------------|---|
| BOND#                   | 8197-30-56    \$96,880.00   |
| PRINCIPAL               | Durwood Greene Construction LP and<br>Houston River's Edge Venture LP   |
| SURETY                  | Federal Insurance Company   |
| CONSTRUCTION<br>PROJECT | River's Edge Section 4  |
| RELEASE TO              | Durwood Greene<br>Attn: Jerry Berry<br>PO Box 1338<br>Stafford TX 77477 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

10m

## RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: *(check one or more documents per project)*

### BOND

Number 8195-99-97 Amount \$ 94,010.00

Principal Durwood Greene Construction, L.P.

Surety Federal Insurance Company

### BOND RIDER

Number \_\_\_\_\_ Amount \$

### LETTER OF CREDIT

Number \_\_\_\_\_ Amount \$

### OTHER

Number \_\_\_\_\_ Amount \$

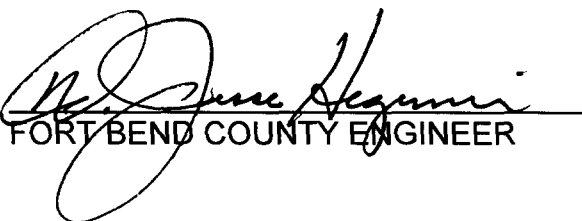
CONSTRUCTION PROJECT (Name or location):

River's Edge, Section 10

RELEASE DOCUMENT(S) TO THE FOLLOWING:

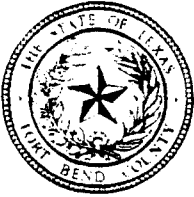
Mr. Jerry Berry  
Durwood Greene  
P.O. Box 1338  
Stafford, Texas 77477

AGREED:

  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 15-08 #10m  
DATE OF RETURN: \_\_\_\_\_  
BY: Sherry Fion  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 3, 2008

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
301 Jackson St.  
Richmond, Texas 77469

**RE: River's Edge, Section 10**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                       |                  |
|-----------------------|------------------|
| Misty River Lane      | 559.35 LF        |
| Catalina Breeze Court | 172.82 LF        |
| Summer Trace Lane     | <u>832.98 LF</u> |
| TOTAL:                | 1,565.15 LF      |

The current bond is # 8195-99-97 in the amount of \$ 94,010.00 . Release bond to:

Mr. Jerry Berry  
Durwood Greene  
P.O. Box 1338  
Stafford, Texas 77477

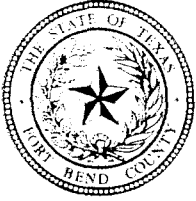
If you should have any questions or need additional information please feel free to call.

Sincerely,

Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Chad Hablinski, Costello, Inc.  
Mr. Glen Howard, Houston River's Edge Ventures, L.P.  
Mr. Scott Greene, Durwood Greene  
Mr. Scott Wiegat, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10M for the following:**

|                         |   |
|-------------------------|---|
| BOND#                   | 8195 99 97    \$94,010.00   |
| PRINCIPAL               | Durwood Greene Construction LP  |
| SURETY                  | Federal Insurance Company   |
| CONSTRUCTION<br>PROJECT | River's Edge Section 10   |
| RELEASE TO              | Durwood Greene<br>Attn: Jerry Berry<br>PO Box 1338<br>Stafford TX 77477 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

10N

## RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: (check one or more documents per project)

### BOND

Number 929369460 Amount \$ 164,291.40

Principal Lennar Homes of Texas Land & Const. DBA Friendswood Dev. Co.

Surety The Continental Insurance Company

### BOND RIDER

Number \_\_\_\_\_ Amount \$

### LETTER OF CREDIT

Number \_\_\_\_\_ Amount \$

### OTHER

Number \_\_\_\_\_ Amount \$

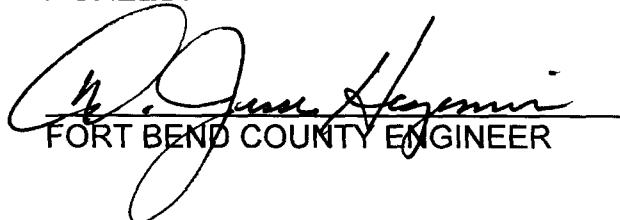
CONSTRUCTION PROJECT (Name or location):

Lakemont Cove, Section 3

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Robert Jones  
Friendswood Development  
550 Greens Parkway, Suite 100  
Houston, Texas 77067

AGREED:

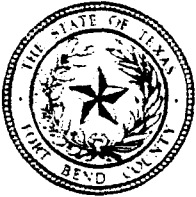
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-15-08 # 10N

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fier  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 9, 2008

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Lakemont Cove, Section 3**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                        |                    |
|------------------------|--------------------|
| Bright Lake Bend Lane  | 427.23 LF          |
| Flower Croft Court     | 930.33 LF          |
| Bright Lake Bend Court | <u>1,004.46 LF</u> |
| TOTAL                  | 2,362.02 LF        |

The current bond is #929369460 in the amount of \$164,291.40. Release bond to:

Mr. Robert Jones  
Friendswood Development  
550 Greens Parkway, Suite 100  
Houston, Texas 77067

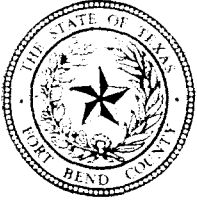
If you should have any questions or need additional information please feel free to call.

Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Mr. Bill Ehler, LJA Engineering & Surveying, Inc.  
Mr. Robert Jones, Friendswood Development  
Mr. Scott Greene, Durwood Greene  
Mr. Scott Weighat, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
www.co.fort-bend.tx.us

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### NOTIFICATION OF RELEASE OF BOND

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10N for the following:**

|                         |   |
|-------------------------|---|
| BOND#                   | 929369460     \$164,291.40  |
| PRINCIPAL               | Lennar Homes of Texas Land and Construction Ltd.<br>DBA Friendswood Development Company           |
| SURETY                  | The Continental Insurance Company   |
| CONSTRUCTION<br>PROJECT | Lakemont Cove Section 3   |
| RELEASE TO              | Friendswood Development<br>Attn: Robert Jones<br>550 Greens Parkway Suite 100<br>Houston TX 77067 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

*Sherry Fisk*

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

## RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: *(check one or more documents per project)*

## BOND

Number 6370050 Amount \$ 216,305.60

Principal D & W Construction, Ltd. & Deerwood Homes, a Texas General Partnership

Surety Safeco Insurance Company of America

## BOND RIDER

Number \_\_\_\_\_ Amount \$ \_\_\_\_\_

## LETTER OF CREDIT

Number \_\_\_\_\_ Amount \$ \_\_\_\_\_

## OTHER

Number \_\_\_\_\_ Amount \$ \_\_\_\_\_

CONSTRUCTION PROJECT (Name or location):

Grand Meadow, Section 2

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. John Ramsey  
Deerwood Homes, Inc.  
15958 City Walk, Suite 290  
Sugar Land, Texas 77479

AGREED:

  
FORT BEND COUNTY ENGINEER

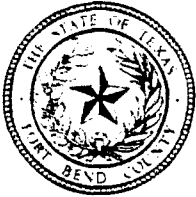
\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-15-08 # 10-0

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Gore  
Deputy County Clerk





## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 9, 2008

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Grand Meadows, Section 2**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                       |                  |
|-----------------------|------------------|
| Leirop Drive          | 618.52 LF        |
| Magellan Manor Drive  | 59.03 LF         |
| Drewfalls Drive       | 444.09 LF        |
| Drewfalls Court       | 164.00 LF        |
| Linwood Terrace Drive | 569.38 LF        |
| Pico Landing Street   | 461.49 LF        |
| Nicecrest Drive       | 298.04 LF        |
| Marshaven Way         | 401.59 LF        |
| Descartes Drive       | <u>281.83 LF</u> |
| TOTAL                 | 3,297.97 LF      |

The current bond is #6370050 in the amount of \$216,305.60. Release bond to:

Mr. John Ramsey  
Deerwood Homes, Inc.  
15958 City Walk, Suite 290  
Sugar Land, Texas 77479

If you should have any questions or need additional information please feel free to call.

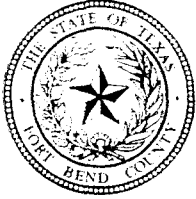
Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Mr. Wade Morgan, R.G. Miller Engineers, Inc.  
Mr. John Ramsey, Deerwood Homes  
Mr. Bubba DeCrosta, D&W Construction  
Mr. Scott Weighat, FBC Road & Bridge  
File

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10-O for the following:**

|                         |   |              |
|-------------------------|---|--------------|
| BOND#                   | 6370050   | \$216,305.60 |
| PRINCIPAL               | D & W Construction Ltd. and<br>Deerwood Homes, a Texas General Partnership                  |              |
| SURETY                  | Safeco Insurance Company of America   |              |
| CONSTRUCTION<br>PROJECT | Grand Meadow Section 2  |              |
| RELEASE TO              | Deerwood Homes Inc<br>Attn: John Ramsey<br>15958 City Walk Suite 290<br>Sugar Land TX 77479 |              |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

*Sherry Fisk*

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

# RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

## BOND

Number 8197-30-48 Amount \$ 92,260.00

Principal Durwood Greene Construction, L.P. and Houston River's Edge Venture, L.P.

Surety Federal Insurance Company

## BOND RIDER

Number \_\_\_\_\_ Amount \$

## LETTER OF CREDIT

Number \_\_\_\_\_ Amount \$

## OTHER

Number \_\_\_\_\_ Amount \$

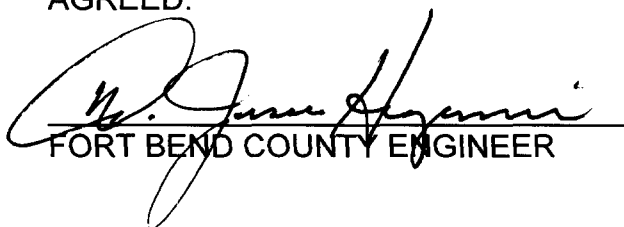
CONSTRUCTION PROJECT (Name or location):

River's Edge, Section 3

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Jerry Berry  
Durwood Greene  
P.O. Box 1338  
Stafford, Texas 77477

AGREED:

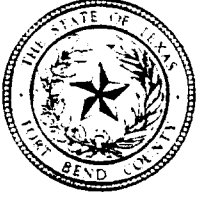
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 1-15-08 #10P

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fion  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 3, 2008

Commissioner Tom D. Stavinoha  
Fort Bend County Precinct 1  
301 Jackson St.  
Richmond, Texas 77469

**RE: River's Edge, Section 3**

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

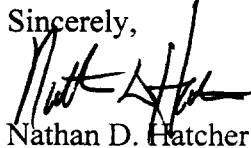
|                     |                  |
|---------------------|------------------|
| Silver Creek Circle | 1,025.19 LF      |
| Pearlstone Court    | <u>177.90 LF</u> |
| TOTAL:              | 1,203.09 LF      |

The current bond is # 8197-30-48 in the amount of \$ 92,260.00 . Release bond to:

Mr. Jerry Berry  
Durwood Greene  
P.O. Box 1338  
Stafford, Texas 77477

If you should have any questions or need additional information please feel free to call.

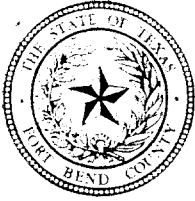
Sincerely,



Nathan D. Hatcher  
Assistant to County Engineer

NDH/mjs

cc: Mr. Chad Hablinski, Costello, Inc.  
Mr. Glen Howard, Houston River's Edge Ventures, L.P.  
Mr. Scott Greene, Burwood Greene  
Mr. Scott Wiegat, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### NOTIFICATION OF RELEASE OF BOND

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10P for the following:**

|                         |   |
|-------------------------|---|
| BOND#                   | 8197-30-48    \$92,260.00   |
| PRINCIPAL               | Durwood Greene Construction LP and<br>Houston River's Edge Venture LP   |
| SURETY                  | Federal Insurance Company   |
| CONSTRUCTION<br>PROJECT | River's Edge Section 3  |
| RELEASE TO              | Durwood Greene<br>Attn: Jerry Berry<br>PO Box 1338<br>Stafford TX 77477 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: *(check one or more documents per project)*

**BOND**

Number SU5019692 Amount \$ 297,080.00

Principal NNP Grayson Lakes

Surety Arch Insurance Company

**BOND RIDER**

Number \_\_\_\_\_ Amount \$

**LETTER OF CREDIT**

Number \_\_\_\_\_ Amount \$

**OTHER**

Number \_\_\_\_\_ Amount \$

CONSTRUCTION PROJECT (Name or location):

**Country Lakes at Grayson Lakes, Section 6**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

AGREED:

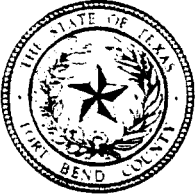
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-15-08 # 10 Q

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fison  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 9, 2008

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Country Lakes at Grayson Lakes, Section 6**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                      |                  |
|----------------------|------------------|
| Lakeside Crossing    | 1,315.50 LF      |
| Crystal Meadow Place | 606.94 LF        |
| Lake Grayson Drive   | 2,030.12 LF      |
| Scarlet Trail Court  | 268.26 LF        |
| Spice Trail Court    | <u>380.76 LF</u> |
| TOTAL                | 4,601.60 LF      |

The current bond is #SU5019692 in the amount of \$297,080.00. Release bond to:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

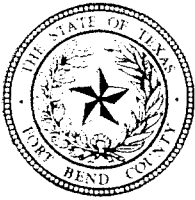
If you should have any questions or need additional information please feel free to call.

Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Mr. Dave Niles, Jacobs-Carter & Burgess, Inc.  
Mr. Joe Forrester, Newland Communities  
Mr. Glen Harris, Harris Construction  
Mr. Scott Weighat, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10Q for the following:**

|                         |  |
|-------------------------|--|
| BOND#                   | SU5019692    \$297,080.00  |
| PRINCIPAL               | NNP Grayson Lakes LP   |
| SURETY                  | Arch Insurance Company   |
| CONSTRUCTION<br>PROJECT | Country Lakes at Grayson Lakes Section 6   |
| RELEASE TO              | Newland Communities<br>Attn: Joe Forrester<br>10235 W. Little York Suite 260<br>Houston TX 77040 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering



## RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: *(check one or more documents per project)*

## BOND

Number SU5004210 Amount \$ 305,900.00

Principal NNP Grayson Lakes

Surety Arch Insurance Company

## BOND RIDER

Number \_\_\_\_\_ Amount \$

## LETTER OF CREDIT

Number \_\_\_\_\_ Amount \$

## OTHER

Number \_\_\_\_\_ Amount \$

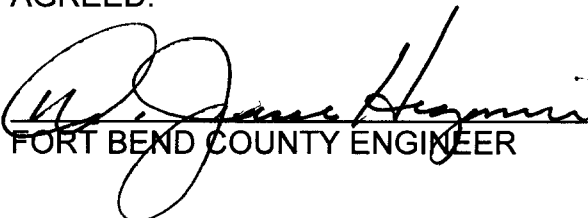
CONSTRUCTION PROJECT (Name or location):

Country Lakes at Grayson Lakes, Section 7

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

AGREED:

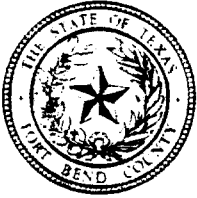
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-15-08 # 10 R

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fisk  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 9, 2008

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Country Lakes at Grayson Lakes, Section 7**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                   |                  |
|-------------------|------------------|
| Fern Mist Court   | 158.96 LF        |
| Silver Brook Lane | 2,015.82 LF      |
| Fern Mist Lane    | 600.03 LF        |
| Round Moss Lane   | 272.79 LF        |
| Fenton Rock Lane  | 216.37 LF        |
| Fox Path          | 164.92 LF        |
| River Path        | 387.28 LF        |
| Fern Bend Lane    | <u>665.33 LF</u> |
| TOTAL             | 4,481.50 LF      |

The current bond is #SU5004210 in the amount of \$305,900.00. Release bond to:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

If you should have any questions or need additional information please feel free to call.

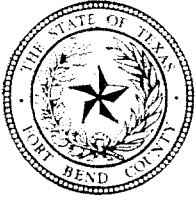
Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Mr. Dave Niles, Jacobs-Carter & Burgess, Inc.  
Mr. Joe Forrester, Newland Communities  
Mr. Glen Harris, Harris Construction  
Mr. Scott Weighat, FBC Road & Bridge  
File

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



DIANNE WILSON  
COUNTY CLERK

## **FORT BEND COUNTY CLERK**

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Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### **NOTIFICATION OF RELEASE OF BOND**

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10R for the following:**

|                         |  |
|-------------------------|--|
| BOND#                   | SU5004210 \$305,900.00   |
| PRINCIPAL               | NNP Grayson Lakes LP   |
| SURETY                  | Arch Insurance Company   |
| CONSTRUCTION<br>PROJECT | Country Lakes at Grayson Lakes Section 7   |
| RELEASE TO              | Newland Communities<br>Attn: Joe Forrester<br>10235 W. Little York Suite 260<br>Houston TX 77040 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

A handwritten signature in cursive script, appearing to read "Sherry Fisk".

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

**RELEASE AUTHORIZATION**

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF  
COMMISSIONERS COURT: *(check one or more documents per project)*

**BOND**

Number SU5012706 Amount \$ 176,680.00

Principal NNP Grayson Lakes

Surety Arch Insurance Company

**BOND RIDER**

Number \_\_\_\_\_ Amount \$

**LETTER OF CREDIT**

Number \_\_\_\_\_ Amount \$

**OTHER**

Number \_\_\_\_\_ Amount \$

CONSTRUCTION PROJECT (Name or location):

**Country Lakes at Grayson Lakes, Section 9**

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

AGREED:

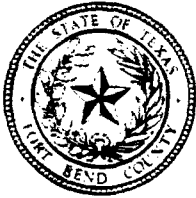
  
FORT BEND COUNTY ENGINEER

\_\_\_\_\_  
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 11-15-08 # 105

DATE OF RETURN: \_\_\_\_\_

BY: Sherry Fisk  
Deputy County Clerk



## FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier  
County Engineer

January 9, 2008

Commissioner W. A. "Andy" Meyers  
Fort Bend County Precinct 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

**RE: Country Lakes at Grayson Lakes, Section 9**

Dear Commissioner Meyers:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

|                   |                  |
|-------------------|------------------|
| Laurel Wick Court | 250.00 LF        |
| Fox Path Court    | 141.28 LF        |
| Fenton Rock Lane  | 609.73 LF        |
| Fox Path          | 891.49 LF        |
| Mossy Path Lane   | <u>566.66 LF</u> |
| TOTAL             | 2,459.16 LF      |

The current bond is #SU5012706 in the amount of \$176,680.00. Release bond to:

Mr. Joe Forrester  
Newland Communities  
10235 W. Little York, Suite 260  
Houston, Texas 77040

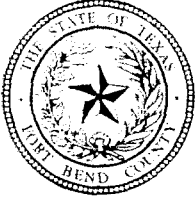
If you should have any questions or need additional information please feel free to call.

Sincerely,

Steven L. Evans  
Assistant to County Engineer

SLE/mjs

cc: Mr. Dave Niles, Jacobs-Carter & Burgess, Inc.  
Mr. Joe Forrester, Newland Communities  
Mr. Scott Greene, Durwood Greene  
Mr. Scott Weighat, FBC Road & Bridge  
File



DIANNE WILSON  
COUNTY CLERK

## FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)  
303 Texas Parkway, Missouri City, TX 77459 (Branch)  
(281) 341-8685  
[www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us)

Admin. Fax (281) 341-8697  
Civil Fax (281) 341-4520  
Misdemeanor Fax (281) 341-8681  
Recording Fax (281) 341-8669

January 16, 2008

### NOTIFICATION OF RELEASE OF BOND

**A release order has been issued by the Fort Bend County Commissioners Court on January 15, 2008 #10S for the following:**

|                      |  |
|----------------------|--|
| BOND#                | SU5012706 \$176,680.00   |
| PRINCIPAL            | NNP Grayson Lakes  |
| SURETY               | Arch Insurance Company   |
| CONSTRUCTION PROJECT | Country Lakes at Grayson Lakes Section Nine  |
| RELEASE TO           | Newland Communities<br>Attn: Joe Forrester<br>10235 W. Little York Suite 260<br>Houston TX 77040 |

Information on the issuance and release of this security is on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-344-3952.

A handwritten signature in cursive script, appearing to read "Sherry Fisk".

Sherry Fisk  
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

**Right-of-Way Road Easement**

**Date:** January \_\_, 2008

**Grantor:** FORT BEND COUNTY, a Texas governmental entity

**Grantor's Mailing Address:**

FORT BEND COUNTY  
301 Jackson St., Ste 719  
Richmond, Texas 77469  
Attn.: Robert E. Hebert  
Fort Bend County

**Grantee:** CITY OF RICHMOND, a Texas governmental entity

**Grantee's Mailing Address:**

CITY OF RICHMOND  
402 Morton St.  
Richmond, Texas 77469  
Attn.: Hilmar Moore  
Fort Bend County

**Easement Property:** New Legion Drive as more particularly shown on the attached map exhibit and more particularly described by metes and bounds on the attached two Parcel exhibits .

**Easement Purpose:** For providing a public Right-Of-Way Road Easement from Golfview to Legion Drive, (which serves to replace that portion of Legion Drive previously abandoned and transferred to Grantor by Grantee.)

**Consideration:** Good and valuable consideration, consideration including the transfer from Grantee and abandonment by Grantee of other real estate and a portion of Legion Drive for the paramount public use for Grantor's County Jail Expansion, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**Reservations from Conveyance:** If Grantee closes or abandons for a period of 90 consecutive days or otherwise attempts to dispose of the Easement Property, then the Easement Property shall automatically revert back to the Grantor, without further action required of Grantor.

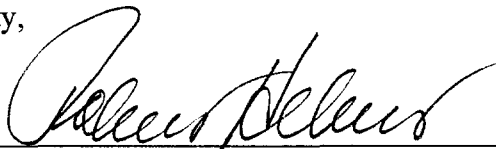
**Exceptions to Warranty:** None.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's, successors, and assigns forever. Grantor binds Grantor and Grantor's, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns

1-17-08 orig. ret. to Jacques at Facilities

against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

FORT BEND COUNTY, a Texas governmental entity,



ROBERT E. HEBERT, FORT BEND COUNTY JUDGE

Attest:



Dianne Wilson, County Clerk

CITY OF RICHMOND, a Texas governmental entity,

HILMAR MOORE, MAYOR

Attest:

City Mona Matek, City Secretary

STATE OF TEXAS

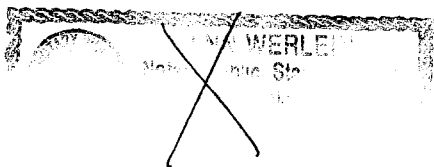
)

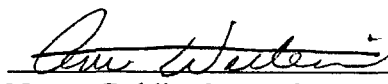
COUNTY OF FORT BEND

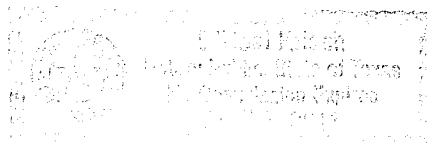
)

Before me, ~~Ann Werlein~~, on this day personally appeared ROBERT E. HEBERT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ROBERT E. HEBERT executed the same as the act of FORT BEND COUNTY, a Texas governmental entity, as its FORT BEND COUNTY JUDGE, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of January, 200<sup>8</sup>7.



 Dineal Krusch  
Notary Public, State of Texas  
My commission expires: April 2, 2011





STATE OF TEXAS )

COUNTY OF FORT BEND )

Before me, \_\_\_\_\_, on this day personally appeared HILMAR MOORE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that HILMAR MOORE executed the same as the act of CITY OF RICHMOND, a Texas governmental entity, as its MAYOR, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

Fort Bend County Attorney's Office  
301 Jackson St., Suite 728  
Richmond, Texas 77469  
Tel: (281) 341-4555

C:\Clients\GDD\Easement Agreement for Access Legion Drive 3689

Parcel 1

Being 0.0003 of an acre (113 square feet) of land situated in the Jane H. Long League, Abstract No. 55, Fort Bend County, Texas and being out of and a part of a 5.00 acre tract of land conveyed to Fort Bend County as recorded in Volume 2380, Page 739 of the Deed Records of Fort Bend County, Texas; said 0.0003 of an acre parcel being more particularly described by metes and bounds as follows:

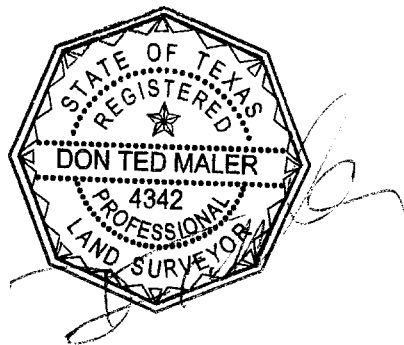
**BEGINNING** at a 5/8" iron rod with plastic cap stamped "Ratnala & Bahl" set in the west right-of-way line of Golfview Drive (based on a width of 60.00 feet), for a southeast corner of the said 5.00 acre tract, for the northeast corner of a 27.5029 acre residual tract of land conveyed to Fort Bend County as recorded in Volume 2367, Page 1569 of the Deed Records of Fort Bend County, Texas and for the southeast corner of the herein described parcel, from which point a found 1-inch iron pipe bears South 65°47'35" East, a distance of 0.58 feet;

**THENCE**, North 75°00'16" West, along the north line of the said 27.5029 acre residual tract, a distance of 15.01 feet to a 5/8" iron rod with plastic cap stamped "Ratnala & Bahl" set for the west corner of the herein described parcel;

**THENCE**, North 59°02'44" East, leaving the north line of the said 27.5029 acre residual tract, a distance of 20.87 feet to a 5/8" iron rod with plastic cap stamped "Ratnala & Bahl" set in the west right-of-way line of said Golfview Drive for the north corner of the herein described parcel;

**THENCE**, South 13°05'44" West, along the west right-of-way line of said Golfview Drive, a distance of 15.02 feet to the POINT OF BEGINNING and containing 0.0003 of an acre (113 square feet) of land.

Compiled by:  
Ratnala and Bahl, Inc.  
11767 Katy Freeway, Suite 510  
Houston, Texas 77079  
(281) 759-6400



Parcel 2

Being 1.67 acres (72,705 square feet) of land situated in the Jane H. Long League, Abstract No. 55, Fort Bend County, Texas and being out of and a part of a 27.5029 acre residual tract of land conveyed to Fort Bend County as recorded in Volume 2367, Page 1569 of the Deed Records of Fort Bend County, Texas; said 1.67 acre parcel being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8" iron rod with plastic cap stamped "Ratnala & Bahl" set in the west right-of-way line of Golfview Drive (based on a width of 60.00 feet), for a northeast corner of the said 27.5029 acre residual tract, for the southeast corner of a 5.00 acre tract of land conveyed to Fort Bend County as recorded in Volume 2380, Page 739 of the Deed Records of Fort Bend County, Texas and for the northeast corner of the herein described parcel, from which point a found 1-inch iron pipe bears South 65°47'35" East, a distance of 0.58 feet;

**THENCE**, South 13°05'44" West, along the west right-of-way line of said Golfview Drive, a distance of 95.05 feet to a 5/8" iron rod with plastic cap stamped "Ratnala & Bahl" set in the west right-of-way line of said Golfview Drive for the southeast corner of the herein described parcel;

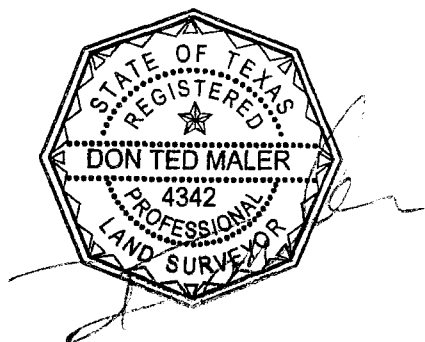
**THENCE**, North 30°57'16" West, leaving the west right-of-way line of said Golfview Drive, a distance of 21.57 feet to a 5/8" iron rod with plastic cap stamped "Ratnala & Bahl" set for an angle point of the herein described parcel;

**THENCE**, North 75°00'16" West, along the south line of the herein described parcel, a distance of 895.42 feet to a 5/8" iron rod with plastic cap stamped "Ratnala & Bahl" set in the east right-of-way line of Legion Drive (based on a width of 60.00 feet) for the southwest corner of the herein described parcel;

**THENCE**, North 17°24'54" East, along the east right-of-way line of said Legion Drive, a distance of 80.00 feet to a point for the southwest corner of a 0.344 of an acre tract of land conveyed to Jessie J. Rhea as recorded under Film Code No. 2004062793 of the Deed Records of Fort Bend County, Texas, for the northwest corner of the said 27.5029 acre residual tract and for the northwest corner of the herein described parcel, from which point a found 1-inch iron pipe bears South 87°29'31" East, a distance of 0.13 feet;

**THENCE**, South 75°00'16" East, along the north line of the said 27.5029 acre residual tract, a distance of 904.39 feet to the POINT OF BEGINNING and containing 1.67 acres (72,705 square feet) of land.

Compiled by:  
Ratnala and Bahl, Inc.  
11767 Katy Freeway, Suite 510  
Houston, Texas 77079  
(281) 759-6400



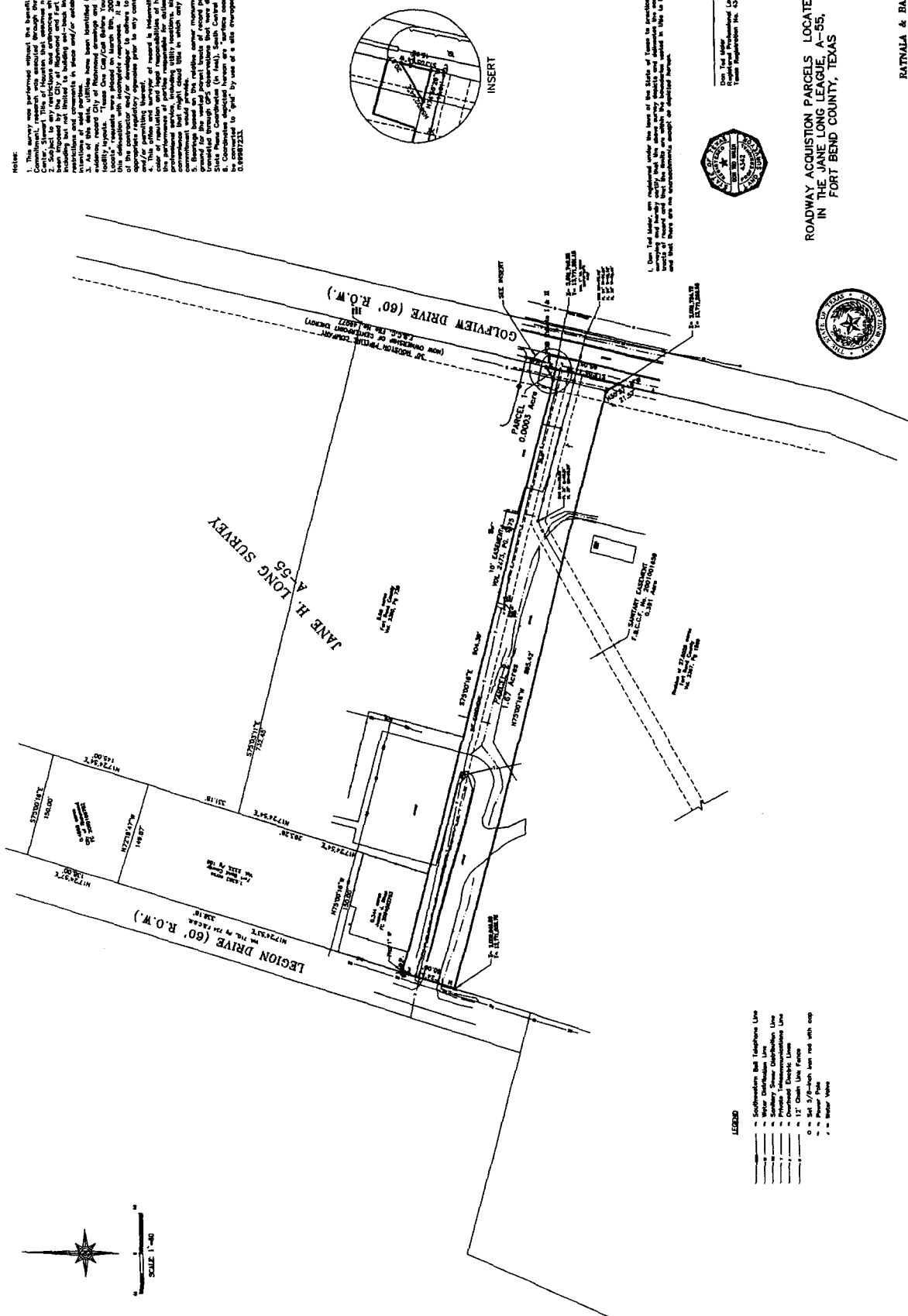
3. The survey now performed output the benefit of a current TSA assessment. The survey results were used to estimate the potential "return" to be realized through the TSA implementation. The survey results were used to estimate the potential "return" to be realized through the TSA implementation. The survey results were used to estimate the potential "return" to be realized through the TSA implementation.

Don Ted Muter, an registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above survey depicts and delineates the easements and parent boundary lines of the above described property and that the boundary lines depicted in this plat are correct and that the facts are within the boundaries depicted in this plat to Fort Bend County

ROADWAY ACQUISITION PARCELS LOCATED  
IN THE JANE LONG LEAGUE, A-55,  
FORT BEND COUNTY, TEXAS

**RATNALA & BAHL, INC.**  
11787 Katy Frewy, Suite 310  
Houston, Texas 77058

10/13/07



#11B

**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

**Date Submitted:**    December 31, 2007

**Submitted By:** Jacque Burgess

**Court Agenda Date:**    January 8, 2008

**Department:** Facilities Management & Planning

**Phone Number:** 281/633-7017

*January 15, 2008*

**SUMMARY OF ITEM:** Approve invoices # TMG-307R2 and TMG-326R for a total amount of \$21,694.43 to The Maddox Group, Inc. for Professional Services performed on the Sienna Library Project.

**RENEWAL AGREEMENT/APPOINTMENT:**    YES ☐    NO ☒  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**    YES ☐    NO ☐

**List Supporting Documents Attached:** Invoices

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:**    YES ☒    NO ☐

**FUNDNG SOURCE:** Sienna Plantation Library Project.

**REQUIRES AUDITOR TO CERTIFY FUNDS:**    YES ☒    NO ☐

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form** Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774)          | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)   | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input type="checkbox"/> Facilities/Planning (281-633-7022)         | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input type="checkbox"/> Information Technology (281-341-4526)      | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____                               | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

**RECOMMENDATION / ACTION REQUESTED:**

Please Approve.

**Special Handling Requested (specify):**

# INVOICE

|   |
|---|
| <b>Bill To</b>  |
| Fort Bend County<br>Facilities & Planning Department<br>1402 Band Road, Suite 100<br>Rosenberg, TX 77471<br>Attn: Don Brady |

| Date      | Invoice # |
|-----------|-----------|
| 12/6/2007 | TMG-307R2 |

|  |  |                    | Period               |
|--|--|--------------------|----------------------|
|  |  |                    | Aug.22-Sept.30, 2007 |
| Hours  | Description                                      | Rate               | Amount               |
|  | P.O. Number: PC 04700003250                      |                    |                      |
| 31.5   | Hourly Labor - Corinne Maddox                    | 150.00             | 4,725.00             |
| 79   | Hourly Labor - David Morton                      | 120.00             | 9,480.00             |
|  | Reimbursable Expenses - Corinne Maddox           | 129.39             | 129.39               |
|  | Reimbursable Expenses - David Morton             | 98.94              | 98.94                |
|  | SUBTOTAL   |                    | 14,433.33            |
|  | Retainage withheld from this invoice - 5% of fee | -710.25            | -710.25              |
| <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <b>RECEIVED</b><br/> DEC 18 2007<br/> BY: [Signature] </div> |  |                    |                      |
| Thank you for the opportunity to serve you!  |  | <b>Balance Due</b> | \$13,723.08 ✓        |

FM1010

AS PER ORIGINAL

T H E M A D D O X G R O U P, I N C.

## I N V O I C E

|   |
|---|
| <b>Bill To</b>  |
| Fort Bend County<br>Facilities & Planning Department<br>1402 Band Road, Suite 100<br>Rosenberg, TX 77471<br>Attn: Don Brady |

| Date      | Invoice # |
|-----------|-----------|
| 12/6/2007 | TMG-307R  |

|   |   |                    | Period               |
|---|---|--------------------|----------------------|
|   |   |                    | Aug.22-Sept.30, 2007 |
| Hours                                       | Description   | Rate               | Amount               |
|   | P.O. Number: PC 04700003250                                   |                    |                      |
| 31.5  | Hourly Labor - Corinne Maddox                                 | 150.00             | 4,725.00 ✓           |
| 79  | Hourly Labor - David Morton                                   | 120.00             | 9,480.00 ✓           |
|   | Reimbursable Expenses - Corinne Maddox                        | 129.39             | 129.39 ✓             |
|   | Reimbursable Expenses - David Morton                          | 98.94              | 98.94 ✓              |
|   | SUBTOTAL  |                    | 14,433.33            |
|   | Retainage withheld from this invoice - 5% of total            | -721.67            | -721.67              |
|   | 14,205 <sup>00</sup> less 5% 710 <sup>25</sup>                |                    | 13,494 <sup>75</sup> |
|   | <div data-bbox="526 1666 846 1856" data-label="Image"> </div> |                    | 13,723 <sup>08</sup> |
| Thank you for the opportunity to serve you! |   | <b>Balance Due</b> | \$13,711.66          |

THE MADDUX GROUP, INC.

## I N V O I C E

|   |
|---|
| <b>Bill To</b>  |
| Fort Bend County<br>Facilities & Planning Department<br>1402 Bend Road, Suite 100<br>Rosenberg, TX 77471<br>Attn: Don Brady |

| Date       | Invoice # |
|------------|-----------|
| 10/10/2007 | TMG-307   |

| Period               |
|----------------------|
| Aug.22-Sept.30, 2007 |

| Hours                                       | Description  | Rate               | Amount             |
|---|--|--------------------|--------------------|
|   | P.O. Number: PC 04700003250                        |                    |                    |
| 31.5  | Hourly Labor - Corinne Maddox                      | 150.00             | 4,725.00           |
| 79  | Hourly Labor - David Morton                        | 120.00             | 9,480.00           |
|   | Reimbursable Expenses - Corinne Maddox             | 129.39             | 129.39             |
|   | Reimbursable Expenses - David Morton               | 123.94             | 123.94             |
|   | SUBTOTAL   |                    | 14,458.33          |
|   | Retainage withheld from this invoice - 5% of total | -722.92            | -722.92            |
| Thank you for the opportunity to serve you! |  | <b>Balance Due</b> | <b>\$13,735.41</b> |



# Timesheet (use for single project clients)

Client: Fort Bend County sienna Library

Period: August - September, 2007

| Week Ending:     | Employee     | Total Daily Hours |      |      |      |      |      |      | Total Hrs | Project/Tasks Performed            |
|------------------|--------------|-------------------|------|------|------|------|------|------|-----------|------------------------------------|
|                  |              | Sat               | Sun  | Mon  | Tue  | Wed  | Thu  | Fri  |           |                                    |
|                  |              |                   |      |      |      |      |      |      |           |                                    |
| 8/31/07          | David Morton |                   |      |      | 3.00 | 4.00 |      | 5.00 | 12.00     | CD Dwg review, project startup     |
| 9/7/07           | David Morton |                   | 4.00 | 3.00 | 3.00 | 2.00 | 3.00 | 2.00 | 17.00     | Project and Budget Development     |
| 9/14/07          | David Morton |                   | 2.00 | 2.00 | 2.00 | 1.00 | 5.00 | 2.00 | 14.00     | Budget Development, Meeting Coord. |
| 9/21/07          | David Morton | 3.00              | 3.00 | 2.00 | 4.00 | 2.00 | 2.00 | 6.00 | 22.00     | Project Development, meetings      |
| 9/28/07          | David Morton |                   | 7.00 | 4.00 | 2.00 | 1.00 |      |      | 14.00     | Project Development, meetings      |
| Total for Period |              |                   |      |      |      |      |      |      | 79.00     |                                    |



Signature

Client Approval

# Description of Service

THE MADDOX GROUP

Client: Fort Bend County

Period: Aug/Sept 2007

| Date    | Employee  | Description   | Hours |
|---------|-----------|---|-------|
| 8/22/07 | C. Maddox | Meeting & trip downtown for Gilbane meeting                             | 2.00  |
| 8/28/07 |           | Document review   | 2.50  |
| 8/29/07 |           | Meeting with Morton, strategy & doc review                              | 2.00  |
| 8/30/07 |           | Document list, planning   | 1.00  |
| 8/31/07 |           | Meeting with Don  | 4.00  |
| 9/4/07  |           | Budget review   | 1.00  |
| 9/5/07  |           | Budget development, mtg with Dave & Leonard                             | 2.00  |
| 9/6/07  |           | Budget development  | 0.75  |
| 9/7/07  |           | Budget development  | 2.50  |
| 9/10/07 |           | Cost est calls to City of Hou library group, misc. calls                | 3.00  |
| 9/13/07 |           | Redo budget, meeting at FBC   | 5.00  |
| 9/14/07 |           | Coord w/Leonard, emails, meeting agenda & pjt strategy                  | 2.00  |
| 9/17/07 |           | Budget eval, meeting plan; summarize Gilbane comments; review documents | 3.00  |
| 9/18/07 |           | Review w/Leonard; meeting & prep; review architect contract             | 4.00  |
| 9/20/07 |           | Misc. meeting followup  | 1.00  |
| 9/21/07 |           | Review sq. ft.; meeting w/Dave on costs & documents                     | 2.50  |
| 9/24/07 |           | Progress meeting in FBC; eval pricing; review IT specs                  | 4.25  |
| 9/25/07 |           | Misc.   | 0.50  |
| Total   |           |   | 31.50 |

C. Maddox

# INVOICE

|   |
|---|
| <b>Bill To</b>  |
| Fort Bend County<br>Facilities & Planning Department<br>1402 Band Road, Suite 100<br>Rosenberg, TX 77471<br>Attn: Don Brady |

| Date       | Invoice # |
|------------|-----------|
| 12/12/2007 | TMG-326R  |

|       |  |                    | Period            |
|-------|--|--------------------|-------------------|
|       |  |                    | November 2007     |
| Hours | Description  | Rate               | Amount            |
|       | P.O. Number: PC 04700003250                        |                    |                   |
| 44.5  | Hourly Labor - Corinne Maddox                      | 150.00             | 6,675.00          |
| 14    | Hourly Labor - David Morton                        | 120.00             | 1,680.00          |
|       | Reimbursable Expenses - Corinne Maddox             | 34.10              | 34.10             |
|       | Retainage withheld from this invoice - 5% of total | -417.75            | -417.75           |
|       |  | <b>Balance Due</b> | <b>\$7,971.35</b> |

**RECEIVED**  
DEC 18 2007  
Thank you for your business!

FM1009

THE MADDUX GROUP, INC.

AS PER ORIGINAL

## I N V O I C E

|   |
|---|
| Bill To   |
| Fort Bend County<br>Facilities & Planning Department<br>1402 Band Road, Suite 100<br>Rosenberg, TX 77471<br>Attn: Don Brady |

| Date       | Invoice # |
|------------|-----------|
| 12/12/2007 | TMG-326   |

|                              |  |   | Period        |
|------------------------------|--|---|---------------|
|                              |  |   | November 2007 |
| Hours                        | Description  | Rate  | Amount        |
|                              | P.O. Number: PC 04700003250                        |   |               |
| 44.5                         | Hourly Labor - Corinne Maddox                      | 150.00  | 6,675.00      |
| 14                           | Hourly Labor - David Morton                        | 120.00  | 1,680.00      |
|                              | Reimbursable Expenses - Corinne Maddox             | 34.10   | 34.10         |
|                              | Retainage withheld from this invoice - 5% of total | 0.00  | 0.00          |
|                              |  | <div> <div>RECEIVED</div> <div>DEC 14 2007</div> <div>BY: <i>SAV</i></div> </div> |               |
| Thank you for your business! |  | Balance Due   | \$8,389.10    |

**Timesheet** (use for single project clients)

Client: Fort Bend County Sienna Library

Period: November, 2007

| 11/2/07          | David Morton |  | 3.00 |      |      |      |      | 3.00  | Document Research               |
|------------------|--------------|--|------|------|------|------|------|-------|---------------------------------|
| 11/9/07          | David Morton |  | 2.00 |      | 1.00 |      |      | 3.00  | Presentation, correspondence    |
| 11/16/07         | David Morton |  |      | 1.00 |      |      |      | 1.00  | Correspondence                  |
| 11/23/07         | David Morton |  |      |      |      |      |      | 0.00  | Correspondence                  |
| 11/30/07         | David Morton |  | 2.00 | 1.00 |      | 1.00 | 3.00 | 7.00  | Correspondence, record research |
| Total for Period |              |  |      |      |      |      |      | 14.00 |                                 |



Signature

Client Approval

**Description of Service**

THE MADDOX GROUP

Client: Fort Bend County

Period: Nov-07

| 11/1/07  | C. Maddox | Easements, etc.   | 1.5  |
|----------|-----------|---|------|
| 11/2/07  |           | Calls & emails, structural & specs                        | 3    |
| 11/5/07  |           | Library review coord, easement coord, hardware            | 2.5  |
| 11/6/07  |           | Misc. emails  | 1    |
| 11/7/07  |           | Calls & emails  | 1    |
| 11/8/07  |           | Calls & emails  | 0.5  |
| 11/9/07  |           | Calls & emails  | 1    |
| 11/13/07 |           | Misc. calls & emails                                      | 1    |
| 11/14/07 |           | IT document check, call w/Darlene, Suzanne & Don          | 5    |
| 11/15/07 |           | RFP devmt, emails, calls, presentation                    | 5.5  |
| 11/16/07 |           | emails with STOA, library; revise presentation.           | 1    |
| 11/19/07 |           | Presentation, emails on CD corrections, calls on HCC      | 1.5  |
| 11/20/07 |           | Presentation to Commiss. Court & prep, calls on HCC       | 4.5  |
| 11/21/07 |           | Misc.   | 0.5  |
| 11/26/07 |           | HCC Coord., misc.   | 1.5  |
| 11/27/07 |           | calls on plat, easement mtg.                              | 2    |
| 11/28/07 |           | Research on cost & SF history, HCC meeting, summary       | 6    |
| 11/29/07 |           | Research on cost & SF; HCC document, calls to Carol & Don | 3    |
| 11/30/07 |           | Update HCC proposal, coord w/ Carol                       | 2.5  |
| TOTAL    |           |   | 44.5 |

C. Maddox

# Miscellaneous Expenses

Fort Bend County

Period: November 2007

## Auto Expenses:

|            |          |                           |    |          |         |  |          |
|------------|----------|---------------------------|----|----------|---------|--|----------|
| C. Maddox  | 11/20/07 | Meeting at County Offices | 60 | \$ 29.10 | \$ 5.00 |  | \$ 34.10 |
|            |          |                           |    |          |         |  |          |
|            |          |                           |    |          |         |  |          |
|            |          |                           |    |          |         |  |          |
|            |          |                           |    |          |         |  |          |
| Total Auto |          |                           |    |          |         |  | \$ 34.10 |

## Miscellaneous Expenses:

| Employee            | Date | Purpose | Item | Vendor | Total |
|---------------------|------|---------|------|--------|-------|
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
| Total Miscellaneous |      |         |      |        | \$ -  |

Total Reimbursable Expenses

\$ 34.10

# Miscellaneous Expenses

Client: Fort Bend County sienna Library

Period: August - September, 2007

## Auto Expenses:

| Employee     | Date | Description/Purpose                | Miles | Mileage<br>@ \$.485 | Toll | Parking | Total    |
|--------------|------|------------------------------------|-------|---------------------|------|---------|----------|
| David Morton | 8/29 | Project meeting at Threadneedle    | 40    | \$ 19.40            |      |         | \$ 19.40 |
| David Morton | 8/31 | Meeting with County                | 32    | \$ 15.52            |      |         | \$ 15.52 |
| David Morton | 9/13 | Meeting with County                | 32    | \$ 15.52            |      |         | \$ 15.52 |
| David Morton | 9/18 | Meeting at STOA                    | 36    | \$ 17.46            |      |         | \$ 17.46 |
| David Morton | 9/21 | Project meeting at Threadneedle    | 40    | \$ 19.40            |      |         | \$ 19.40 |
| David Morton | 9/24 | Meeting at George Memorial Library | 24    | \$ 11.64            |      |         | \$ 11.64 |
| David Morton |      |                                    |       |                     |      |         |          |
|              |      |                                    |       | \$ -                |      |         | \$ -     |
| Total Auto   |      |                                    |       |                     |      |         | \$ 98.94 |

## Miscellaneous Expenses:

| Employee            | Date | Purpose              | Item | Vendor | Total               |
|---------------------|------|----------------------|------|--------|---------------------|
| David Morton        |      | Cell Phone Allowance |      |        | <del>\$ 50.00</del> |
| David Morton        |      | Printing and Copying |      |        | <del>\$ 25.00</del> |
|                     |      |                      |      |        |                     |
|                     |      |                      |      |        |                     |
|                     |      |                      |      |        |                     |
|                     |      |                      |      |        |                     |
|                     |      |                      |      |        |                     |
| Total Miscellaneous |      |                      |      |        | \$ 75.00            |

Total Reimbursable Expenses

\$173.94

~~123.94~~  
98.94



Signature



# Miscellaneous Expenses

Fort Bend County

Period: Sept 2007

## Auto Expenses:

| Employee   | Date    | Description/Purpose        | Miles | Mileage<br>@ \$.485 | Toll    | Parking | Total     |
|------------|---------|----------------------------|-------|---------------------|---------|---------|-----------|
| C. Maddox  | 8/22/07 | Meeting at Gilbane Offices | 36    | \$ 17.46            |         |         | \$ 17.46  |
|            | 8/31/07 | Meeting at County Offices  | 60    | \$ 29.10            | \$ 2.50 |         | \$ 31.60  |
|            | 9/13/07 | Meeting at County Offices  | 60    | \$ 29.10            | \$ 2.50 |         | \$ 31.60  |
|            | 9/18/07 | Meeting at STOA Offices    | 25    | \$ 12.13            | \$ 5.00 |         | \$ 17.13  |
|            | 9/24/07 | Meeting at County Offices  | 60    | \$ 29.10            | \$ 2.50 |         | \$ 31.60  |
| Total Auto |         |                            |       |                     |         |         | \$ 129.39 |

## Miscellaneous Expenses:

| Employee            | Date | Purpose | Item | Vendor | Total |
|---------------------|------|---------|------|--------|-------|
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
|                     |      |         |      |        |       |
| Total Miscellaneous |      |         |      |        | \$ -  |

Total Reimbursable Expenses

\$ 129.39

*C. Maddox*

# AGENDA ITEM

**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

#11C

Date Submitted: January 8, 2008

Submitted By: Jacque Burgess

Court Agenda Date: January 15, 2008

Department: Facilities Management & Planning

Phone Number: 281/633-7017

**SUMMARY OF ITEM: Approve Invoice # 1491 in the amount of \$63,343.89 to Carter Goble Lee for Professional Services performed on the Jail Expansion Project**

RENEWAL AGREEMENT/APPOINTMENT:

YES

☐

NO

☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES

☒

NO

☐

List Supporting Documents Attached: Invoice

## FINANCIAL SUMMARY:

BUDGETED ITEM: YES

☒

NO

☐

FUNDNG SOURCE: Jail Expansion Project

REQUIRES AUDITOR TO CERTIFY FUNDS:

YES

☒

NO

☐

## Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.
- All original back up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

## DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒

Auditor

(281-341-3774)

☒

Comm. Pct. 1

(281-342-0587)

☒

Budget Officer

(281-344-3954)

☒

Comm. Pct. 2

(281-403-8009)

☐

Facilities/Planning

(281-633-7022)

☒

Comm. Pct. 3

(281-242-9060)

☒

Purchasing Agent

(281-341-8642)

☒

Comm. Pct. 4

(281-980-9077)

☐

Information Technology (281-341-4526)

☒

County Clerk

(281-341-8697)

☐

Other: \_\_\_\_\_

☒

County Atty

(281-341-4557)

## RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

## Invoice

Mr. Don Brady  
Fort Bend County

Invoice Number: 1491  
Invoice Date: December 8, 2007  
Services Through: November 2007  
Project:

|  | Approved<br>Budget | Total<br>Expenses    | Prior<br>Invoices    | Current<br>Invoice  |
|--|--------------------|----------------------|----------------------|---------------------|
| A. Program Management -November<br>Activities % Complete | \$ 2,050,099.02    | \$ 910,000.00        | \$ 845,000.00        | \$ 65,000.00        |
| Project Management Contracting                           | 100%               |                      |                      |                     |
| Project Plan & Management Plan                           | 100%               |                      |                      |                     |
| Develop Source Data                                      | 100%               |                      |                      |                     |
| Develop RFQ and Contracts                                | 100%               |                      |                      |                     |
| Architect Selection                                      | 100%               |                      |                      |                     |
| Development Budget                                       | 100%               |                      |                      |                     |
| Development Schedule                                     | 100%               |                      |                      |                     |
| Develop Cash Flow  | 100%               |                      |                      |                     |
| Schematic Design   | 100%               |                      |                      |                     |
| Schematic Meetings                                       | 100%               |                      |                      |                     |
| CM at Risk Selection                                     | 100%               |                      |                      |                     |
| CM at Risk Schematic Estimate                            | 100%               |                      |                      |                     |
| Schematic Estimate Reconcile                             | 100%               |                      |                      |                     |
| Design Development                                       | 100%               |                      |                      |                     |
| Construction Documents                                   | 88%                |                      |                      |                     |
| Modular Cell Package                                     | 60%                |                      |                      |                     |
| GMP Development  | 100%               |                      |                      |                     |
| Construction Mobilization                                | 100%               |                      |                      |                     |
| Construction Planning                                    | 90%                |                      |                      |                     |
| Trade Package Award Review                               | 80%                |                      |                      |                     |
| Construction   | 15%                |                      |                      |                     |
| Less Retainage 8%  |                    | \$ (52,000.00)       | \$ (52,000.00)       |                     |
| 3% Retainage Release                                     |                    | \$ 19,500.00         | \$ 19,500.00         |                     |
| Less Retainage 5%  |                    | \$ (45,500.00)       | \$ (42,250.00)       | \$ (3,250.00)       |
| <b>Subtotal</b>  |                    | <b>\$ 864,500.00</b> | <b>\$ 802,750.00</b> | <b>\$ 61,750.00</b> |
| B. Reimbursable Expenses                                 | \$ 130,000.00      | \$ 15,588.67         | \$ 13,994.78         | \$ 1,593.89         |
| <b>Totals</b>  |                    | <b>880,088.67</b>    | <b>816,744.78</b>    | <b>63,343.89</b>    |

Total amount Due This Invoice

63,343.89

## Account Summary:

Total Expenses \$ 925,588.67  
Less Retainage \$ (45,500.00)  
Prior Payments \$ 754,088.05  
Amount Currently Outstanding \$ 126,000.62

I, the undersigned, certify that the expenditures reported have been made for Program accomplishments within the approved budget items:

*William Hardison*  
Signature

Please make checks payable to Carter Goble Lee, LLC.

If you should have any questions regarding this invoice please call Bill Hardison at 770-716-0081.

# Carter Goble Lee

Companies

Project Execution Report for Progress Payments  
Fort Bend County Jail Expansion Project  
May 13, 2006 Bond Program, Proposition #1

Date: 17 December 2007  
Contractor: Carter Goble Lee, LLC  
Contract Name: Program Management  
Project Name: Fort Bend County Jail Expansion  
Payment No: 014 (EOM November, 2007)

Services Provided: Scheduled payment, minus retainage, with expenses, through November 30, 2007, as outlined in contract.

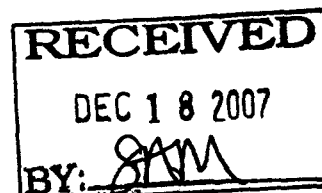
|  |                  |
|--|------------------|
| 1. Contract Amount (Base):                     | USD 2,050,099.00 |
| 2. Amount of Invoice #14 (Nov 30, 2007):       | USD 65,000.00    |
| 3. Retention (5 %):                            | USD (3,250.00)   |
| 4. October subtotal:                           | USD 61,750.00    |
| 5. Reimbursable (Contract total)               | USD 130,000.00   |
| 6. Amount of Reimbursable                      | USD 1,593.89     |
| 7. Total to be paid this invoice:              | USD 63,343.89 ✓  |
| 8. <i>Remaining Balance this Contract:</i>     | USD 1,163,274.11 |
| 9. <i>Remaining Reimbursable this Contract</i> | USD 114,411.33   |

Submitted By:

  
Steve D. Ohm  
Project Manager

Distribution:

- Facilities Director
- Document Control (E-Project)
- File



**Carter Goble Lee, LLC • 122 Legion Drive • Richmond TX 77469**

**Customer**

## Misc

**Order No.**

Rep

**FOB**

## Payment

Name \_\_\_\_\_

CC #

**Expires**

Tax Rate(s)

## Shipping

|              |           |               |
|--------------|-----------|---------------|
| <b>TOTAL</b> | <b>\$</b> | <b>195.80</b> |
|--------------|-----------|---------------|

Carter Goble Lee, LLC • 122 Legion Drive • Richmond, TX 77469 • (832) 363-9019

Invoice No.



Carter Goble Lee, LLC. • 122 Legion Drive • Richmond TX 77469

**INVOICE****Customer**

Name Fort Bend County Facilities & Planning Dept  
 Address 1402 Band Road  
 City Rosenberg State TX ZIP 77471  
 Phone 281-642-0799

**Misc**

Date 5/7/2007  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

| Qty  | Description   | Unit Price | TOTAL     |
|------|---|------------|-----------|
| 8975 | 8 1/2" x 11" Single side printed documents (MFC 9420CN) | \$ 0.05    | \$ 448.75 |
| 900  | 8 1/2" x 11" Single side printed documents (MFC 620CN)  | \$ 0.05    | \$ 45.00  |
| 278  | 8 1/2" x 11" Document Scanning (MFC 9420CN)             | \$ 0.10    | \$ 27.80  |
| 200  | 8 1/2" x 11" Document Scanning (MFC 620CN)              | \$ 0.10    | \$ 20.00  |

|          |           |
|----------|-----------|
| SubTotal | \$ 541.55 |
| Shipping |           |
| TOTAL    | \$ 541.55 |

**Payment**

Tax Rate(s)

**Comments**

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

GGG

|                |                    |
|----------------|--------------------|
| Employee       | Joe E. Lee         |
| Department     | Program Management |
| Period Covered | November           |

AS PER ORIGINAL

## Cash Purchases

| Date     | Description | Mileage @<br>\$.445 | Lodging /<br>Airfare/ Meals | Office<br>Supplies | Misc |
|----------|-------------|---------------------|-----------------------------|--------------------|------|
|          |             |                     |                             |                    |      |
|          |             |                     |                             |                    |      |
|          |             |                     |                             |                    |      |
|          |             |                     |                             |                    |      |
|          |             |                     |                             |                    |      |
|          |             |                     |                             |                    |      |
|          |             |                     |                             |                    |      |
| Subtotal |             |                     |                             |                    |      |

Total Cash \$

## Company Credit Card Purchases

[illegible]

Employee Signature: DL C

Approved By: \_\_\_\_\_

|                          |               |
|--------------------------|---------------|
| <b>Total Owed to You</b> | <b>\$0.00</b> |
|--------------------------|---------------|

## GUEST FOLIO

328 LEE/JOE  
ROOM NAME

|        |          |       |       |
|--------|----------|-------|-------|
| 249.00 | 11/15/07 | 12:00 | 5879  |
| RATE   | DEPART   | TIME  | ACCT# |

**AS PER ORIGINAL**

**NDDG**  
**TYPE**

11/14/07 16:22  
ARRIVE TIME

26 795 E LANIER AVE SUI

ROOM FAYETTEVILLE GA 302142209 PAYMENT  
CLERK ADDRESS

MR#: XXXXX9448

| DATE  | REFERENCE | CHARGES  | CREDITS | BALANCE DUE |
|-------|-----------|----------|---------|-------------|
| 11/14 | DENIM'S   | 2669 328 | 15.25   |             |
| 11/14 | ROOM      | 328, 1   | 249.00  |             |
| 11/14 | STATETAX  | 328, 1   | 14.94   |             |
| 11/14 | CNTYTAX   | 328, 1   | 17.43   |             |
| 11/15 | AX CARD   |          |         | \$296.62    |

TO BE SETTLED TO: AMERICAN EXPRESS CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT,  
PLEASE CALL EXTENSION 5100 FOR VOICE MAIL CHECK-OUT, OR  
PRESS "MENU" ON YOUR TV REMOTE TO SELECT VIDEO CHECK-OUT.

GET ALL YOUR HOTEL BILLS BY EMAIL BY UPDATING YOUR MARRIOTT  
REWARDS PREFERENCES. OR, ASK THE FRONT DESK TO EMAIL YOUR  
BILL FOR THIS STAY. SEE "INTERNET PRIVACY STATEMENT" ON  
MARRIOTT.COM

A window of opportunity awaits . . . MegaBonus is here until Jan 18.  
MegaBonus is the easiest way to earn thousands of bonus  
points towards your dream vacation. . . don't keep it waiting.  
Sign in to [MarriottRewards.com](http://MarriottRewards.com) for more details and registration.

**Planning a board meeting, a retreat, or possibly a wedding? Make it even more rewarding by earning 25,000 bonus points with each qualifying event. It can't get any easier to be rewarded! Register by February 29, 2008 at [MarriottRewards.com/MeetingMaker](http://MarriottRewards.com/MeetingMaker)**

MARRIOTT REWARDS ACCOUNT # XXXXX9448  
DATE 11/14/07-11/15/07 EST. ELIGIBLE REVENUE \$264.25  
ESTIMATED POINTS EARNED: 2643  
FOR ACCOUNT ACTIVITY CALL 801-468-4000  
OR LOG ON TO WWW.MARRIOTTREWARDS.COM.  
16090 City W  
Sugar Land, TX 77478

16090 City Walk  
Sugar Land, TX 77479  
281-275-8400 • Fax: 281-275-8401  
[Marriott.com/HOUSL](http://Marriott.com/HOUSL)

[illegible]



Joe Lee

AS PER ORIGINAL

From: DeltaElectronicTicketReceipt@delta.com  
Sent: Wednesday, November 14, 2007 7:05 AM  
To: Joe Lee  
Subject: JOE E ATLANTA 14NOV07



## Your Receipt and Itinerary

(Scan this barcode at a Delta Self-Service Kiosk to access your reservation.)

JOEE LEE  
720 GLENOVER DR  
ALPHARETTA GA 30004-8265

Thank you for choosing Delta. We encourage you to review this information before your trip. If you need to contact Delta or check on your flight information, go to [delta.com](http://delta.com), call 800-221-1212 or call the number on the back of your SkyMiles® card.

Now, managing your travel plans just got easier. You can exchange, reissue and refund electronic tickets at [delta.com](http://delta.com). Take control and make changes to your itineraries at [delta.com/itineraries](http://delta.com/itineraries).

Speed through the airport. Check-in online  
for your flight. → Check-in

## Flight Information

DELTA CONFIRMATION #: 3E1LKU  
TICKET #: 00621990263156

| Day | Date  | Flight     | Status | Bkng<br>Class | City                           | Time         | Meals/<br>Other | Seat/<br>Cabin |
|-----|-------|------------|--------|---------------|--------------------------------|--------------|-----------------|----------------|
| Wed | 14NOV | DELTA 1149 | OK     | A             | LV ATLANTA<br>AR HOUSTON-HOBBY | 212P<br>330P |                 |                |
| Thu | 15NOV | DELTA 601  | OK     | A             | LV HOUSTON-HOBBY<br>AR ATLANTA | 410P<br>710P |                 |                |

Check your flight information online at [delta.com](http://delta.com) or call the Delta Flightline at 800-325-1999.

Baggage and check-in requirements vary by airport. Please review Delta's Check-In Requirements for details. Please check in with the operating carrier. Please review additional Baggage guidelines at [delta.com](http://delta.com).

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

Key to Terms  
# - Arrival date different than departure date  
\*\* - Check in required  
\*\*\* - Multi meals  
\*SS - Multiple seats  
AR - Arrives  
B - Breakfast  
C - Bagels/Beverages  
D - Dinner

12/5/2007

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.  
For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit <http://SafeTravel.dot.gov>.

F - Food available for purchase  
L - Lunch  
LV - Departs  
M - Movie  
R - Refreshments - Complimentary  
S - Snack  
T - Cold meal

## Passenger Information

JOE E LEE  
SkyMiles Number: \*\*\*\*\*137

## Billing Details

## Receipt Information

Fare Details: ATL DL HOU Q4.65 329.30QUPBV DL ATL Q4.65 329.30QUPBV USD667.90  
END ZP ATLHOU XT AY 5.00 XF 7.50 ATL4.5HOU3

|        |            |  |
|--------|------------|--|
| Fare:  | 667.90 USD | Form of Payment                                |
| Tax:   | 12.50 XT   |  |
| Tax:   | 50.09 US   |  |
| Tax:   | 6.80 ZP    |  |
| Total: | 737.29 USD | Org Tkt 00623378399792<br>Org FOP AX*****95003 |

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued at a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

**FORT BEND COUNTY FY 2008  
COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 9, 2008

Submitted By: Jacque Burgess

Court Agenda Date: January 15, 2008

Department: Facilities Management & Planning  
Phone Number: 281/633-7017

**SUMMARY OF ITEM:** Approve Invoice # 1498 in the amount of \$61,750.00 to Carter Goble Lee for Professional Services performed on the Fort Bend County Jail Expansion Project

**RENEWAL AGREEMENT/APPOINTMENT:** YES ☐ NO ☒  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☒ NO ☐

List Supporting Documents Attached: Invoice

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES ☒ NO ☐

**FUNDNG SOURCE:** Fort Bend County Jail Expansion Project

**REQUIRES AUDITOR TO CERTIFY FUNDS:** YES ☒ NO ☐

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.
- All original back up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form** Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774)          | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)   | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input type="checkbox"/> Facilities/Planning (281-633-7022)         | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input type="checkbox"/> Information Technology (281-341-4526)      | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____                               | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

# Carter Goble Lee

Companies

Project Execution Report for Progress Payments  
Fort Bend County Jail Expansion Project  
May 13, 2006 Bond Program, Proposition #1

Date: 8 January 2008  
Contractor: Carter Goble Lee, LLC  
Contract Name: Program Management  
Project Name: Fort Bend County Jail Expansion  
Payment No: 015 (EOM December, 2007)

Services Provided: Scheduled payment, minus retainage, with expenses, through December 31, 2007, as outlined in contract.

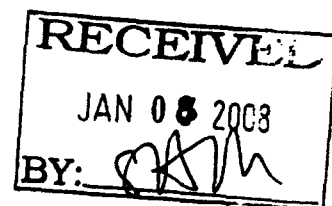
|  |                  |
|--|------------------|
| 1. Contract Amount (Base):                     | USD 2,050,099.00 |
| 2. Amount of Invoice #14 (Jan 7, 2008):        | USD 65,000.00    |
| 3. Retention (5 %):                            | USD (3,250.00)   |
| 4. December subtotal:                          | USD 61,750.00    |
| 5. Reimbursable (Contract total)               | USD 130,000.00   |
| 6. Amount of Reimbursable                      | USD 00.00        |
| 7. Total to be paid this invoice:              | USD 61,750.00 ✓  |
| 8. <i>Remaining Balance this Contract:</i>     | USD 1,101,524.11 |
| 9. <i>Remaining Reimbursable this Contract</i> | USD 114,411.33   |

Submitted By:

  
Steve D. Ohm  
Project Manager

Distribution:

- Facilities Director
- Document Control (E-Project)
- File



**Invoice**

Mr. Don Brady  
Fort Bend County

Invoice Number: 1498  
Invoice Date: January 7, 2008  
Services Through: December 2007  
Project:

|                                 | <u>Approved<br/>Budget</u> | <u>Total<br/>Expenses</u> | <u>Prior<br/>Invoices</u> | <u>Current<br/>Invoice</u> |
|---------------------------------|----------------------------|---------------------------|---------------------------|----------------------------|
| A. Program Management -December | \$ 2,050,099.02            | \$ 975,000.00             | \$ 910,000.00             | \$ 65,000.00               |
| Activities % Complete           |                            |                           |                           |                            |
| Project Management Contracting  | 100%                       |                           |                           |                            |
| Project Plan & Management Plan  | 100%                       |                           |                           |                            |
| Develop Source Data             | 100%                       |                           |                           |                            |
| Develop RFQ and Contracts       | 100%                       |                           |                           |                            |
| Architect Selection             | 100%                       |                           |                           |                            |
| Development Budget              | 100%                       |                           |                           |                            |
| Development Schedule            | 100%                       |                           |                           |                            |
| Develop Cash Flow               | 100%                       |                           |                           |                            |
| Schematic Design                | 100%                       |                           |                           |                            |
| Schematic Meetings              | 100%                       |                           |                           |                            |
| CM at Risk Selection            | 100%                       |                           |                           |                            |
| CM at Risk Schematic Estimate   | 100%                       |                           |                           |                            |
| Schematic Estimate Reconcile    | 100%                       |                           |                           |                            |
| Design Development              | 100%                       |                           |                           |                            |
| Construction Documents          | 88%                        |                           |                           |                            |
| Modular Cell Package            | 60%                        |                           |                           |                            |
| GMP Development                 | 100%                       |                           |                           |                            |
| Construction Mobilization       | 100%                       |                           |                           |                            |
| Construction Planning           | 90%                        |                           |                           |                            |
| Trade Package Award Review      | 80%                        |                           |                           |                            |
| Construction                    | 19.5%                      |                           |                           |                            |
| Less Retainage 8%               |                            | \$ (52,000.00)            | \$ (52,000.00)            |                            |
| 3% Retainage Release            |                            | \$ 19,500.00              | \$ 19,500.00              |                            |
| Less Retainage 5%               |                            | \$ (48,750.00)            | \$ (45,500.00)            | \$ (3,250.00)              |
| <b>Subtotal</b>                 |                            | \$ 926,250.00             | \$ 864,500.00             | \$ 61,750.00               |
| B. Reimbursable Expenses        | \$ 130,000.00              | \$ 15,588.67              | \$ 15,588.67              | \$ -                       |
| <b>Totals</b>                   |                            | 941,838.67                | 880,088.67                | 61,750.00                  |

**Total amount Due This invoice****61,750.00****Account Summary:**

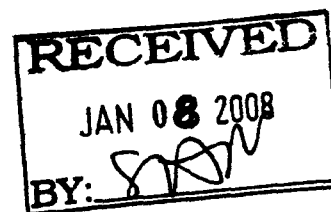
|                              |                |
|------------------------------|----------------|
| Total Expenses               | \$ 990,588.67  |
| Less Retainage               | \$ (48,750.00) |
| Prior Payments               | \$ 816,744.78  |
| Amount Currently Outstanding | \$ 125,093.89  |

I, the undersigned, certify that the expenditures reported have been made for Program accomplishments within the approved budget items:

*William Hardison*  
Signature

Please make checks payable to Carter Goble Lee, LLC.

If you should have any questions regarding this invoice please call Bill Hardison at 770-716-0081.



**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 8, 2008

Submitted By: Jacque Burgess

Court Agenda Date: January 15, 2008

Department: Facilities Management &amp; Planning

Phone Number: 281/633-7017

**SUMMARY OF ITEM:** Approve Invoice # 88612 in the amount of \$62,876.25 to Rosser International for Professional Services performed on the Jail Expansion Project 11/01/2007-11/30/2007

**RENEWAL AGREEMENT/APPOINTMENT:** YES ☐ NO ☒  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☒ NO ☐

**FINANCIAL SUMMARY:**BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Jail Expansion Project

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.
- All original back up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|  |                |  |                |
|--|----------------|--|----------------|
| <input checked="" type="checkbox"/> Auditor          | (281-341-3774) | <input checked="" type="checkbox"/> Comm. Pct. 1 | (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer   | (281-344-3954) | <input checked="" type="checkbox"/> Comm. Pct. 2 | (281-403-8009) |
| <input type="checkbox"/> Facilities/Planning         | (281-633-7022) | <input checked="" type="checkbox"/> Comm. Pct. 3 | (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent | (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 | (281-980-9077) |
| <input type="checkbox"/> Information Technology      | (281-341-4526) | <input checked="" type="checkbox"/> County Clerk | (281-341-8697) |
| <input type="checkbox"/> Other: _____                |                | <input checked="" type="checkbox"/> County Atty  | (281-341-4557) |

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

M1069

ROSSER

AS PER ORIGINAL

*[Handwritten signature]*  
1-7-8

Fort Bend County  
Facilities Management and Planning  
1402 Band Road, Suite 100  
Rosenberg, Texas 77469

INVOICE NO. 88612

INVOICE DATE Nov-30-07

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered

11/01/2007-11/30/2007

| Service                                       | Fee                 | Percent Complete | Total Fee Earned    | Previously Invoiced | Current Fee Due  | Current Total    |
|---|---------------------|------------------|---------------------|---------------------|------------------|------------------|
| Basic Service not to exceed                   | 3,645,000.00        |                  |                     |                     |                  |                  |
| Schematic Design (15%)                        | 546,750.00          | 100.00%          | 546,750.00          | 546,750.00          |                  |                  |
| Design Development (25%)                      | 911,250.00          | 100.00%          | 911,250.00          | 911,250.00          |                  |                  |
| Construction Documents (35%)                  | 1,275,750.00        | 99.66%           | 1,271,412.45        | 1,271,412.45        |                  |                  |
| Construction Administration (25%)             | 911,250.00          | 29.44%           | 268,272.00          | 205,395.75          | 62,876.25        |                  |
| Construction Adminisration Invoice Correction |                     | -4.32%           | -39,375.00          | -39,375.00          |                  |                  |
| <b>Total Fees</b>                             | <b>3,645,000.00</b> | <b>81.16%</b>    | <b>2,958,309.45</b> | <b>2,895,433.20</b> | <b>62,876.25</b> | <b>62,876.25</b> |
| <b>Reimbursable Expenses NTE \$39,000.00</b>  |                     |                  |                     |                     |                  |                  |
| Travel / Meals                                |                     |                  |                     |                     |                  |                  |
| Reproduction / Photography                    |                     |                  |                     |                     |                  |                  |
| Phone / Fax                                   |                     |                  |                     |                     |                  |                  |
| Courier / Postage                             |                     |                  |                     |                     |                  |                  |
| Other   |                     |                  |                     |                     |                  |                  |
| <b>Total Reimbursables</b>                    |                     |                  |                     |                     |                  |                  |

TOTAL DUE THIS INVOICE

\$62,876.25

Architecture

Justice

Aviation

Sports

Interiors

Planning

Landscape

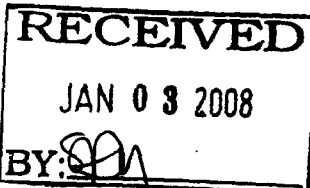
Building Engineering

Civil Engineering

Program Management

Submitted by:

*[Signature]*  
William H. Golson Jr, AIA Project Manager



**ROSSER INTERNATIONAL, INC.**

524 West Peachtree Street, NW - Atlanta, Georgia 30308  
Telephone (404) 876 3800 - www.rosser.com



# Carter Goble Lee

Companies

## Project Execution Report for Progress Payments

Date: 7 Jan, 2008  
 Contractor: Rosser International, Inc.  
 Contract No.: Rosser Project #7026.00  
 Job Name: Fort Bend County Jail Expansion  
 Progress Payment No: 012  
 Percent Complete: Schematic (15%) 100 %  
 Design Development (25%) 100 %  
 Construction Documents (35%) 99.66 %  
 Construction Administration (25%) 29.44 %  
 Services Provided: Given the current percentage of work completed, the following is submitted for payment:

|                                      |                  |
|--------------------------------------|------------------|
| Amount of Contract (Base):.....      | USD 3,645,000.00 |
| Amount of Invoice #1: .....          | USD 328,050.00   |
| Amount of Invoice #2: .....          | USD 207,765.00   |
| Amount of Invoice #3: .....          | USD 238,747.50   |
| Amount of Invoice #4: .....          | USD 252,199.50   |
| Amount of Invoice #5: .....          | USD 407,545.50   |
| Amount of Invoice #6: .....          | USD 355,569.75   |
| Amount of Invoice #7: .....          | USD 292,511.25   |
| Amount of Invoice #8: .....          | USD 258,612.75   |
| Amount of Invoice #9: .....          | USD 247,308.75   |
| Amount of Invoice #10: .....         | USD 244,246.94   |
| Amount of Invoice #11: .....         | USD 62,876.25    |
| Amount of Invoice #12: .....         | USD 62,876.25    |
| Subtotal.....                        | USD 62,876.25    |
| Reimbursables.....                   | USD 0            |
| Retention (none, per agreement)..... | USD 0            |
| Total to be paid this invoice: ..... | USD 62,876.25    |
| Remaining Balance this Contract..... | USD 686,690.56   |

Submitted By:

  
Steve Ohm

Project Manager

Distribution: Facilities Director  
 Document Control (E-Project)



**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

12

Date Submitted: January 7, 2008  
 Court Agenda Date: January 15, 2008

Submitted By: Kent M. Edwards, PHR  
 Department: 007, Human Resources  
 Phone Number: 281-341-8631

**SUMMARY OF ITEM:** Commissioners Court to approve 14 days of Extended Sick Leave for an employee of Road and Bridge, Position # 6111-0112.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒  
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: Memo to Commissioners Court.

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

**Instructions to submit Agenda Request Form:**

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**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office x (✓ when completed)

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If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|                          |                            |                |   |              |                |
|--------------------------|----------------------------|----------------|---|--------------|----------------|
| x                        | Auditor                    | (281-341-3774) | x | Comm. Pct. 1 | (281-342-0587) |
| x                        | Budget Officer             | (281-344-3954) | x | Comm. Pct. 2 | (281-403-8009) |
| <input type="checkbox"/> | Facilities/Planning        | (281-633-7022) | x | Comm. Pct. 3 | (281-242-9060) |
| <input type="checkbox"/> | Purchasing Agent           | (281-341-8642) | x | Comm. Pct. 4 | (281-980-9077) |
| <input type="checkbox"/> | Information Technology     | (281-341-4526) | x | County Clerk | (281-341-8697) |
| x                        | Other: _ Constable Prct. 3 |                | x | County Atty  | (281-341-4557) |

**RECOMMENDATION / ACTION REQUESTED:**

Approve per recommendation of Human Resources

Special Handling Requested (specify):

**TO:** Office of the County Judge  
Fort Bend County, Texas

**AGENDA ITEM**

**FROM:** Gilbert Jalomo  
County Purchasing Agent

**SUBJECT:** Agenda Items – Commissioners Court on January 15, 2008

**Consent Agenda:**

13

1. Authorize advertising for bids for:
  - a. Furniture for Libraries.
  - b. Construction of Needville Service Center.

**AGENDA ITEM**

**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

14

Date Submitted: 01/09/08

Submitted By: Nicole Hobbs

Court Agenda Date: 01/15/08

Department: Sheriff

Phone Number: 281-341-4555

**SUMMARY OF ITEM:** Approve Renewal Radio Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 4, effective October 1, 2007 through September 30, 2008.

**RENEWAL AGREEMENT/APPOINTMENT:** YES ☒ NO ☐  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☒ NO ☐

**FINANCIAL SUMMARY:****BUDGETED ITEM:** YES ☐ NO ☐

**FUNDNG SOURCE:** Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

**REQUIRES AUDITOR TO CERTIFY FUNDS:** YES ☐ NO ☒**Instructions to submit Agenda Request Form:**

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If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774)                | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)         | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)    | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)       | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input checked="" type="checkbox"/> Other: Sheriff Milton Wright          | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

**RECOMMENDATION / ACTION REQUESTED:****Special Handling Requested (specify):**

1-17-08 orig. ret. to Laura at Co Attorney

STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY  
AND FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 4**

This Interlocal Agreement ("Agreement") entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners Court ("**County**"), and the **Fort Bend County Emergency Services District No. 4**, duly organized and chartered in the State of Texas existing under the laws of the State of Texas ("**District**").

**WITNESSETH:**

**THAT WHEREAS**, the **County** has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission ("FCC") for operation of same; and

**WHEREAS**, the **County** desires to accommodate additional Radio Units on its Radio System under a **County** managed and controlled plan of such system; and

**WHEREAS**, the **County** desires to accommodate the **District's** Radio Units on a maintenance plan contracted by the **County** with a private vendor; and

**WHEREAS**, the **District** desires to use **County's** Radio System to communicate among its various Radio Units on a Primary Dispatch System; and

**WHEREAS**, the governing body of **County** has duly authorized this Agreement; and

**WHEREAS**, the governing body of **District** has duly authorized this Agreement; and

**WHEREAS**, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

**NOW THEREFORE**, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the **County** and **District** hereby agree as follows:

**I.**

**DEFINITIONS**

**1.01** "Primary Dispatch System" – A communications system upon which the **District**, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions of energy among its radio units.

**1.02** "Priority Access" – An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.

**1.03** "Radio System" – A trunked 800 Megahertz Public Safety Radio System owned by the **County**, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.

**1.04** "Radio Unit" – Mobile, stationary or portable radio communication units communicating among themselves at certain air wave frequencies.

**1.05** "Systems Code Identification Number" – An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

**II.**  
**OBLIGATIONS OF COUNTY**

**2.01** The **County** agrees that during the term of this Agreement it shall:

- (a) Allow the **District** to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.
- (b) Provide to the **District** a Systems Code Identification Number that will access the **County's** Radio System, thereby providing a Primary Dispatch System for the **District's** Radio Units, up to a maximum of 50 units. The **District** shall advise the **County**, in writing, of the number of units it will have on the system. Any decision to include the **District's** Radio Units must be made contemporaneously and be attached as **District's** Exhibit "A" to this Agreement and be incorporated herein for all purposes subject to any terms of cancellation herein.
- (c) Allow the **District** to cover the Radio Units described in **District's** Exhibit "A" under a **County** controlled maintenance agreement with a private vendor. Any decision to place any Radio Units by the **District** under the **County's** maintenance agreement must be made contemporaneously and the list of units to be maintained be attached as **District's** Exhibit "B" and be incorporated herein for all purposes.
- (d) Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- (e) In the event the **District** notifies the **County** pursuant to paragraph 3(b) below that any one or more of its Radio Units listed herein have become lost or stolen, the **County** will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.
- (f) Provide for the same level of Priority Access for the **District** as for the **County**. All maintenance fees (at the published contract rate) are to be included in the regular billing statement. **County** has sole authority to negotiate the **County's** maintenance contract with the vendor.

The **County** reserves the right to determine and approve equipment to be used on the radio system. **County** will provide a written list of approved equipment as Exhibit "D" to this document. All equipment must be purchased new or with written approval of the radio system manager. The **County** reserves the right to change or modify this list at any time with written notification to the subscriber.

**III.**  
**OBLIGATIONS OF FIRE DISTRICT**

**3.01** The **District** agrees that during the term of this Agreement it shall:

- (a) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be used in the **County's** Radio System, including model number and serial number to be attached to this agreement as **District's** Exhibit "A" and incorporated herein for all purposes. Furthermore, should the **District** desire to increase or decrease the number of Radio Units listed in paragraph 2.01(b) above, that have access to the Radio System, the **District** shall notify the **County**, in writing, at least ten days in advance of the effective date of the change. The **District** may not increase the number of Units above the maximum number stated in 2.01(b) above.
- (b) In the event that any one or more of the Radio Units listed in paragraph 2(b) becomes lost or stolen, the **District** agrees to notify the **County** of same within twenty-four

hours that the **District** knows or has reason to know that such Radio Unit or Units have become lost or stolen.

(c) Use the System Code Identification Number described herein to access the **County's** Radio System as a Primary Dispatch System.

(d) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be included in the maintenance agreement to be attached as **District's** Exhibit "B". The **County** assumes no obligation regarding which units are to be on the maintenance agreement other than those listed in **District's** Exhibit "B".

(e) To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.

(f) Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the **County**, in its sole discretion, has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.

(g) The **County** will not consider for approval any Agreement not complete and including all required documentation.

#### IV. ASSIGNABILITY

**4.01** This Agreement is for the benefit of the **Fire District**, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer Fire Department) and it shall not be assigned in whole or in part by the **District** to any third party without prior written consent of the **County**. If requested in writing, the billing can be itemized to reflect different agencies or departments.

#### V. PAYMENT OF FEES

**5.01** The **District** shall pay the **County** the sum of NINE DOLLARS AND 50/100 CENTS (**\$9.50**) per month per Radio Unit for system access, a sum of THIRTY DOLLARS AND NO/CENTS (**\$30.00**) per radio for initial programming, and a sum of TWENTY FIVE DOLLARS AND NO/CENTS (**\$25.00**) for reprogramming, excluding programming changes needed as a result of repairs to the radio unit. Programming charges will be billed immediately following completion of services by the **County**. All maintenance fees (at the published contract rate) for the Radio Units listed in **District's** Exhibit "B" are to be included in the regular billing statement. The contract rate is attached as **County's** Exhibit "C" and is attached herein for all purposes. The contract rate is negotiated with the vendor solely by the **County** and will change with each new maintenance contract rate agreement. Any increase or decrease shall be effective immediately and the new contract rate will be controlling as to all parties for the term of this contract. The **County** shall invoice **District** for air time and service contract fees quarterly, on or about the 15<sup>th</sup> day of March, June, September and December. The **District** shall pay the **County** by the tenth day of the month following receipt of invoice.

**5.02** The **District** shall make any payments due and payable to the **County** under this Agreement out of its current revenues.

**5.03** The **County** will invoice air time for the three months prior and including the month of the bill, prorating charges for radios added during those months as follows:

Radios added during the 1<sup>st</sup> and 15<sup>th</sup> day of a given month will be charged air time for the entire month. Radios added after the 15<sup>th</sup> day of a given month will not be charged air time for that month and air time will be charged beginning with the following month

**5.04** The **County** will invoice service contract fees for the three months succeeding the month of the bill.

**5.05** In the event the **District** elects to increase its number of Units per § 3.01 (a) above, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.

**5.06** Any decrease in the number of units shall be reflected in the **District's** payments in the same manner as described above for increases in the number of units.

**5.07** If the Radio System is substantially unavailable to the **District** during any billing period, the **County** shall approve a reasonable adjustment of the fee provided for by this section.

## **VI.** **REVISION OF FEES**

**6.01** The **County** may at any time revise the monthly service fees set forth herein by giving the **District** written notice of the amounts of increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. The **District** fee increases will be tied to the **District's** pro rata share of the increases in cost of operation, system expansion or enhancement. Written documentation will be provided upon request to the **District** explaining the increase. All fees will be reasonable and nondiscriminatory among all users.

## **VII.** **TERM AND TERMINATION**

**7.01** This Agreement shall be for a period of one year, beginning on **October 1, 2007** and ending on **September 30, 2008**.

**7.02** This Agreement may be terminated by either party by giving the other at least thirty (30) days prior written notice.

**7.03** This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the **County** or the **District** are revoked by the FCC or any successor agency.

**7.04** The **District** shall pay the **County** in the manner provided for in V above, for any accrued charges in the event of termination pursuant to this section.

## **VIII.** **NOTICE**

**8.01** Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To **County**: Fort Bend County  
Attention: County Judge  
301 Jackson, 7<sup>th</sup> Floor  
Richmond, Texas 77469  
Fax No. (281) 341-8609

To **District**: Fort Bend County Emergency  
Services District No. 4  
P.O. Box 134  
Fulshear, Texas 77441

**8.02** Either party may change its notice address in accordance with this section.

**8.03** Any notice hereunder shall be effective upon receipt.

**IX.**  
**MODIFICATION OF AGREEMENT**

**9.01** No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

**X.**  
**COVERAGE**

**10.01** The **District** acknowledges that one hundred percent coverage of any area at all times is improbable. There may be adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the **County** are motor ignition and other electrical noise that could be minimized by corrective devices at the **District's** expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the **District** herein shall be the sole responsibility of the **District**.

**XI.**  
**DEFAULT**

**11.01** If the **District** fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by **County** to **District**, the **District** shall be deemed in default under this Agreement.

**11.02** In the event of default, the **County** has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the **County** pursuant to the terms of this Agreement, and deny the **District** any service provided by the **County** under this Agreement. Each and all of the rights and remedies of the **County** hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

**XII.**  
**INSURANCE**

**12.01** THE **DISTRICT** SHALL PROVIDE THE **COUNTY** WITH GENERAL LIABILITY INSURANCE COVERING BOTH THE **COUNTY** AND THE **DISTRICT** FOR LIABILITIES RELATING TO THE USE OF THE RADIO SYSTEM. THE INSURANCE SHALL BE WITH CARRIERS AND IN POLICY LIMITS ACCEPTABLE TO THE **COUNTY**.

**12.02** THE **DISTRICT** SHALL PROVIDE THE **COUNTY'S** RISK MANAGEMENT DEPARTMENT WITH A COPY OF THE PROPOSED INSURANCE WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE HEREOF. ACCEPTANCE OF AN ORIGINAL CERTIFICATE OF INSURANCE ACCEPTABLE TO THE **COUNTY** SHALL BE A CONDITION PRECEDENT TO THE **DISTRICT'S** ACCESS TO THE RADIO SYSTEM.

**XIII.**  
**ADMINISTRATIVE GUIDELINES**

**13.01** The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use their best efforts to observe and abide by these written administrative guidelines.

**XIV.**  
**GENERAL**

**14.01** This Agreement constitutes the entire Agreement of the parties and supercedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.

**14.02** The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.



IN WITNESS WHEREOF, The parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date of the last signature hereto.

**FORT BEND COUNTY, TEXAS**

By:

Robert E. Hebert  
Robert E. Hebert, County Judge

Date:

1-15-08

ATTEST:

Dianne Wilson  
Dianne Wilson County Clerk

**FORT BEND COUNTY EMERGENCY  
SERVICES DISTRICT NO. 4**

By:

Date:

Scott E. ...  
11/14/07  
President ESD #4

ATTEST:

Frances Smart

RECORDED ON 1-25-08  
IN THE COMMISSIONER COURT  
MINUTES OF 1-15-08

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING EXECUTION OF AGREEMENT  
BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY  
EMERGENCY SERVICES DISTRICT NO. 4**

On this the 15 day of January, 2008, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Stavinoha, duly put and carried.

**IT IS ORDERED** that County Judge Robert E. Hebert be, and he is hereby, authorized to execute an Agreement between **Fort Bend County** and the **Fort Bend County Emergency Services District No. 4**, for use of the County's 800 Megahertz Radio System. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

**FORT BEND COUNTY      FY 2008**

**RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE**

**SUBMITTED BY: Patsy Schultz, RTA**  
**DEPARTMENT: Tax Assessor /Collector**  
**PHONE NO.: 281-341-3735**

**AGENDA ITEM 15**

**RENEWAL CONTRACT/AGREEMENT:**      Yes ( )      No ( )

**LIST SUPPORTING DOCUMENTS ATTACHED**

**BUDGETED ITEM:**

**YES** ☐ **NO** ☐

**REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐**

**If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)**

**If by fax; 281-341-8609**

|                                  |                       |                                    |                       |
|----------------------------------|-----------------------|------------------------------------|-----------------------|
| <b>yes ( x ) Auditor</b>         | <b>(281-341-3774)</b> | <b>yes ( x ) Comm. Pct. 1</b>      | <b>(281-342-0587)</b> |
| <b>yes ( x ) Budget Officer</b>  | <b>(281-344-3954)</b> | <b>yes ( x ) Comm. Pct. 2</b>      | <b>(281-403-8009)</b> |
| <b>yes ( x ) County Attorney</b> | <b>(281-341-4557)</b> | <b>yes ( x ) Comm. Pct. 3</b>      | <b>(281-242-9060)</b> |
| <b>yes ( ) Purchasing Agent</b>  | <b>(281-341-8642)</b> | <b>yes ( x ) Comm. Pct. 4</b>      | <b>(281-980-9077)</b> |
| <b>yes ( x ) County Clerk</b>    | <b>(281-341-8697)</b> | <b>yes ( ) Facilities/Planning</b> | <b>(281-633-7022)</b> |

- 1. Completely fill out agenda form, incomplete forms will not be processed.**
- 2. Email, Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.**
- 3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.**

**Approve & record in the minute's tax payment refunds in the amount of \$ 15,675.42 for the office of Patsy Schultz.**

DeAnn

Commissioners Court , Agenda Date: January 15, 2008  
Over \$500.00 refunds January 7, 2008

| Account Number       | Owner   | Refund Amount | Reason  | Precinct # |
|----------------------|---|---------------|---|------------|
| 0101-00-000-1250-907 | FINSERV MORTGAGE CO, INC<br>11123 KATY FREEWAY<br>HOUSTON, TX 77079 | \$ 15,675.42  | Overpayment per letter from<br>Ayrshire Corp stating they own<br>the property | Not found  |

TOTAL \$ 15,675.42

16

**FORT BEND COUNTY      FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 10, 2008

Submitted By: Ann Werlein

Court Date: January 15, 2008

Department: County Judge

Telephone: 281-341-8634

**SUMMARY OF ITEM:**

Take all appropriate action to approve agreement between Fort Bend County and Harris County defining the negotiations with the Texas Department of Transportation on future construction of State Highway 99 (Grandparkway) as required by 79<sup>th</sup> Legislatures Senate Bill 792.

Agreement/Appointment:      YES    ✓      NO

Reviewed by County Attorney's Office:      YES      NO    ✓

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

Budgeted Item:      YES    ✓      NO

Funding Source:    FY08    Fund: N/A

Requires Auditor to Certify Funds:      YES      NO    ✓

**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office:    ☐    ( ✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to: (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|                                       |                |                |                |
|---------------------------------------|----------------|----------------|----------------|
| ✓ Auditor                             | (281-341-3774) | ✓ Comm. Pct. 1 | (281-342-0587) |
| ✓ Budget Officer                      | (281-344-3954) | ✓ Comm. Pct. 2 | (281-403-8009) |
| ✓ Facilities/Planning                 | (281-633-7022) | ✓ Comm. Pct. 3 | (281-242-9060) |
| ✓ Purchasing Agent                    | (281-341-8642) | ✓ Comm. Pct. 4 | (281-980-9077) |
| ✓ Information Technology              | (281-341-4526) | ✓ County Clerk | (281-341-8697) |
| <input type="checkbox"/> Other: _____ |                | ✓ County Atty  | (281-341-4557) |

**Recommendation:**

H17-08 orig. ret. to Ann at Co. Judge

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

The Commissioners Court of Fort Bend County, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 15 day of January, 2008, at the County Courthouse, with a quorum of said Court present:

Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER AUTHORIZING THE HARRIS COUNTY TOLL ROAD AUTHORITY TO  
NEGOTIATE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION  
ON BEHALF OF FORT BEND COUNTY REGARDING  
THE DEVELOPMENT OF STATE HIGHWAY 99

(the "Order") was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved by Comm. Patterson and seconded by Comm. Meyers that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES:                   5

NOES:                   0

The County Judge thereupon announced that the Order has been duly and lawfully adopted. The Order thus adopted follows:

ORDER AUTHORIZING THE HARRIS COUNTY TOLL ROAD AUTHORITY TO  
NEGOTIATE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION  
ON BEHALF OF FORT BEND COUNTY REGARDING  
THE DEVELOPMENT OF STATE HIGHWAY 99

WHEREAS, Chapter 284, Texas Transportation Code authorizes Fort Bend County, Texas to develop toll road projects in the county; and

WHEREAS, Senate Bill 792 (80<sup>th</sup> Legislature, 2007) authorizes Harris County, Texas and the adjacent counties (collectively, the Counties) to develop State Highway 99 (a/k/a the Grand Parkway) provided that the plan for the development, construction and operation of the Grand Parkway (the Development Plan) is approved by the Texas Department of Transportation (TxDOT) and the Houston-Galveston Area Council (HGAC); and

WHEREAS, the Counties have met and concluded that a comprehensive Development Plan among the Counties can most easily be developed by a single county negotiating with TxDOT and HGAC; and

WHEREAS, the Counties have concluded that the Harris County Toll Road Authority (HCTRA) is the entity most suitable to negotiate on their behalf; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas desires to appoint HCTRA to negotiate on its behalf with TxDOT and HGAC to establish the Development Plan for the Grand Parkway in accordance with Senate Bill 792;

WHEREAS, the Commissioners Court of Fort Bend County, Texas has determined that the appointment of HCTRA to negotiate on its behalf serves a public purpose;


NOW, THEREFORE, IT IS ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

1. Fort Bend County appoints HCTRA to negotiate on its behalf with TxDOT and HGAC to establish the Development Plan for the Grand Parkway.
2. Prior to its final approval, the Development Plan must be approved by a majority of the Fort Bend County Commissioners Court.
3. Fort Bend County advises HCTRA that the terms and conditions set forth in **Attachment A** are vital to securing Fort Bend County's approval of the Development Plan.

4. Fort Bend County reserves the right to revoke the appointment of HCTRA as its agent in these negotiations at any time by subsequent order of Commissioners Court.
5. That the foregoing recitals be and the same are hereby found to be true and correct.
6. That a copy of the Order shall be recorded in the minutes of this Court.

ADOPTED this 15 day of January, 2008.

FORT BEND COUNTY, TEXAS



Robert Hebert, County Judge

ATTEST:



Dianne Wilson, County Clerk and Ex-Officio  
Clerk of the Commissioners Court of  
Fort Bend County, Texas

(SEAL)



## Attachment A

### Fort Bend County's Recommended Terms and Conditions

1. The Grand Parkway should be developed, owned and controlled locally, rather than by TxDOT or a private company under contract to TxDOT.
2. Segments of the Grand Parkway should be built in phases and only when projected traffic on each segment makes that segment "feasible." A segment can be feasible either if:
  - a. projected traffic on the segment being evaluated times the established toll rate is sufficient to pay debt service and operating and maintenance costs on the segment being evaluated; or
  - b. the sum of i) the revenue on the segment being evaluated and ii) the projected increased revenue on other segments that results from the construction of the segment being evaluated is sufficient to pay debt service and operating and maintenance costs on the segment being evaluated.
3. Toll rates on the Grand Parkway cannot exceed the average toll rate per mile charged on other toll roads in the County in which the segment is constructed, or if that county does not have other toll roads, the highest average rate of an adjacent county.
4. Each county in which the Grand Parkway lies shall have the right, but not the obligation, to
  - a. own the segment(s) of the Grand Parkway within its jurisdiction,
  - b. own a pro-rata share of the entire Grand Parkway based on the percentage of the Grand Parkway within its jurisdiction, or
  - c. repurchase its segment(s) or pro-rata share of the Grand Parkway on agreed upon terms.
5. HCTRA and TxDOT must mutually agree on a financial firm to develop the "Market Valuation" (as that term is defined in SB 792) of the Grand Parkway. HCTRA should not agree to use KPMG for that Market Valuation.
6. The Development Plan for the Grand Parkway may not include a provision that prohibits, restricts or requires the payment of a penalty for the construction of competing road projects.
7. The Development Plan will not exclude the use of any funding mechanisms available to the Counties.
8. The Development Plan and Market Valuation shall consider the funds expended to date by each County and determine whether those expenditures have advanced the Grand Parkway as ultimately constructed and what reimbursement, if any, should be made to the County that expended those funds.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

We, the undersigned officers of the Commissioners Court (the "Court") of Fort Bend County, Texas (the "County"), do hereby certify as follows:

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.

2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the Order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3. That a true and complete copy of the Order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.

4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.

5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.


6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted

upon, all as required by the Open Meetings Act, Chapter 551, Texas Governmental Code, as amended.

SIGNED AND SEALED the 15 day of January, 2008.



Dianne Wilson  
County Clerk



Robert Hebert  
County Judge

(COMM. CT. SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a Order of the Commissioners Court which was passed and adopted on the 15 day of January, 2008, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, this 15 day of January, 2008.

DIANNE WILSON  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court of Fort Bend County,  
Texas

By: *Dianne Wilson*

(SEAL)

**FORT BEND COUNTY      FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 09, 2008

Submitted By: Michael Gutierrez

Court Date: January 15, 2008

Department: Comm. Pct#1

Telephone: 281-238-3453

**SUMMARY OF ITEM:**

Take all appropriate action to approve the Easement Agreement between Fort Bend County and CenterPoint Energy in order to provide electricity services to the Fresh Water Supply District#1 water plant.

Renewal Agreement/Appointment:      YES ☒      NO ☐

Reviewed by County Attorney's Office:      YES ☒      NO ☐

List Supporting Documents Attached:  
 Center Point Easement Agreement

**FINANCIAL SUMMARY:**

Budgeted Item:      YES ☐      NO ☐

Funding Source:      Fund: \_\_\_\_\_ Agency: \_\_\_\_\_ Organization: \_\_\_\_\_ Object: \_\_\_\_\_

Requires Auditor to Certify Funds:      YES ☐      NO ☐

**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office:      x      (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to: (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|  |                |                               |
|--|----------------|-------------------------------|
| <input checked="" type="checkbox"/> Auditor        | (281-341-3774) | Comm. Pct. 1(281-342-0587)    |
| <input checked="" type="checkbox"/> Budget Officer | (281-344-3954) | x Comm. Pct. 2(281-403-8009)  |
| <input type="checkbox"/> Facilities/Planning       | (281-633-7022) | x Comm. Pct. 3(281-242-9060)  |
| <input type="checkbox"/> Purchasing Agent          | (281-341-8642) | x Comm. Pct. 4(281-980-9077)  |
| <input type="checkbox"/> Information Technology    | (281-341-4526) | x County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____              |                | x County Atty (281-341-4557)  |

**Recommendation:**

Special Handling: \_\_\_\_\_

1-17-08 Orig. Easement recorded in property records at County Clerk and then returned to Michael at Comm Pct. 1

Job 45601268-1  
Map 5248A  
S/C H. O. CLARKE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### EASEMENT

STATE OF TEXAS            }  
COUNTY OF FORT BEND }    KNOW ALL PERSONS BY THESE PRESENTS:

THAT, FORT BEND COUNTY, a political subdivision of the State of Texas, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, herein called Grantee, whether one or more, with addresses at P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantees, their respective successors and assigns, all or in part, an easement, (hereinafter referred to as the "Easement Area", whether one or more), for electric distribution facilities, natural gas facilities and communications facilities, (hereinafter referred to as "Facilities") consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other

Job 45601268-1  
Map 5248A  
S/C H. O. CLARKE

materials, props and guys, located within the following described lands owned by Grantor,  
to wit:

That certain 8.4575-acre tract or parcel of land out of the Manuel Escalero Survey, Abstract 169, in Fort Bend County, Texas, being the same property described in a deed from East-West Supply Company., Inc. to Fort Bend County, dated August 20, 1992, and filed of record under County Clerk's File 9249775 and Volume 2435, Page 2156 of the Deed Records in the Official Records of Fort Bend County, Texas.

The Easement Area herein granted is described as follows:

An easement ten (10) feet wide located southerly of and adjoining the entire northerly line of said 8.4575-acre tract, together with an unobstructed aerial easement eleven (11) feet six (6) inches wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located southerly of and adjoining said ten (10) foot wide easement.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such Laws and Codes apply to Grantor, it's successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when Easement Area falls within Residential Developments.

Job 45601268-1  
Map 5248A  
S/C H. O. CLARKE

Notwithstanding the description of the Easement Area set forth in the exhibits, the parties intend that the Easement Area granted herein shall run to the edge of Grantor's property so that the exteriors of all ground or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without any gaps in the property granted.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and land immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs



Job 45601268-1  
Map 5248A  
S/C H. O. CLARKE

associated with the relocation and/or removal of Grantee's Facilities.

EXECUTED this 15 day of January, 2008.

FORT BEND COUNTY,  
a political subdivision of the State of Texas

BY:   
Signature

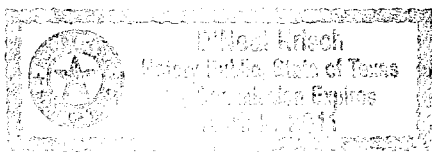
Robert Hebert  
Name typed or printed


County Judge  
Title

STATE OF TEXAS }

COUNTY OF }

This instrument was acknowledged before me on January 15, 2008, by  
Robert Hebert, County Judge of  
FORT BEND COUNTY, a political subdivision of the State of Texas, on behalf of said  
subdivision.



  
Notary's Signature

D'Neal Krisch  
Name typed or printed

April 2, 2011  
Commission Expires

**AFTER RECORDING RETURN TO:**  
**SURVEYING & MAPPING**  
**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**  
**P. O. BOX 1700**  
**HOUSTON, TX 77251-1700**

**FORT BEND COUNTY      FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 1/9/2007

Submitted By: Ed Sturdivant

Department: County Auditor

Telephone: 281-341-3769

**AGENDA ITEM**

Court Date: 1/15/2008

18

**SUMMARY OF ITEM:**

Take all appropriate action on accepting agreement between Fort Bend County and Brazos Bend Guardianship Services for a local legal guardianship program to enable low-income residents legal representation for incapacitated persons. The agreement shall be effective beginning October 1, 2007 and terminate September 30, 2008.

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☒ NO ☐

List Supporting Documents Attached: N/A

**FINANCIAL SUMMARY:**

Budgeted Item: YES ☐ NO ☒

Funding Source:

Requires Auditor to Certify Funds: YES ☐ NO ☒

**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office: ☒ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to: (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|  |                |  |                |
|--|----------------|--|----------------|
| <input checked="" type="checkbox"/> Auditor        | (281-341-3774) | <input checked="" type="checkbox"/> Comm. Pct. 1 | (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer | (281-344-3954) | <input checked="" type="checkbox"/> Comm. Pct. 2 | (281-403-8009) |
| <input type="checkbox"/> Facilities/Planning       | (281-633-7022) | <input checked="" type="checkbox"/> Comm. Pct. 3 | (281-242-9060) |
| <input type="checkbox"/> Purchasing Agent          | (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 | (281-980-9077) |
| <input type="checkbox"/> Information Technology    | (281-341-4526) | <input checked="" type="checkbox"/> County Clerk | (281-341-8697) |
| <input type="checkbox"/> Other: _____              |                | <input checked="" type="checkbox"/> County Atty  | (281-341-4557) |

**Recommendation:**

Special Handling: Please sign and return both originals to the Auditor's Office

1-17-08 Orig. ret. to Ed at Auditors

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

PROFESSIONAL SERVICES AGREEMENT BETWEEN FORT BEND COUNTY  
AND  
BRAZOS BEND GUARDIANSHIP SERVICES

This Agreement is entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners Court (hereinafter referred to as "County") and Brazos Bend Guardianship Services, (hereinafter referred to as "Contractor," a Texas nonprofit corporation.

WITNESSETH:

**WHEREAS**, the Contractor has established a local legal guardianship program to enable low-income residents legal representation for incapacitated persons in need of guardianship or less restrictive assistance to make decisions concerning the incapacitated person's welfare and financial affairs, hereinafter referred to as "the Program;" and,

**WHEREAS**, the Contractor has received funding from state agencies and other sources for the services provide to incapacitated persons who reside in Fort Bend County; and,

**WHEREAS**, the Contractor has requested County to act the facilitator of grant funds, and other funds, awarded and/or donated to Contractor for the Program; and,

**WHEREAS**, the County and Contractor's governing bodies have authorized and approved this Agreement; and,

**WHEREAS**, the County has determined that this Agreement serves a public purpose; and,

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

**I.  
SERVICES PROVIDED BY COUNTY**

- 1.01 It is understood and agreed by the parties that the services referred to in this paragraph will be provided to Contractor by County.
- 1.02 County shall provide professional financial administration services under the terms and conditions stated, and Contractor hereby agrees and accepts to perform such services.
- 1.03 County shall exercise programmatic, administrative and fiscal oversight and support of all Contractor's initiatives and ensure they are in compliance with the all state, local and federal guidelines and other program requirements.

- 1.04 County and Contractor shall follow the established policies and procedures purpose while performing the services hereinafter enumerated in relation to the administration of funds, with such additional duties and responsibilities as may be hereinafter prescribed from time to time by mutual consent of both parties.

## **II. INDEPENDENT CONTRACTOR**

In the performance of work or services hereunder, Contractor is deemed an independent contractor and shall not be deemed an employee, agent or servant of the County and shall not be entitled to any privileges or benefits of County employment. Contractor agrees that he is an independent contractor.

## **III. TERM**

- 3.01 This Agreement shall be effective on the date executed by all parties hereto and shall terminate on September 30, 2008.
- 3.02 This Agreement may be terminated by either party, with or without cause, with thirty (30) days prior written notice.
- 3.03 This agreement shall be automatically renewed each year and shall terminate in accordance with the provisions of Section 3.02.

## **IV. COUNTY RESPONSIBILITY**

The County's only responsibility under this Contract is to provide the Contractor with proper documentation regarding receipting and disbursing funds.

## **V. LIMITATION OF AUTHORITY**

Notwithstanding anything to the contrary herein, County shall have no authority whatsoever over and no duty with respect to any operational control of Contractor. County will not be held responsible for the actions or omissions of Contractor, including, but not limited to any alleged failure to adequately train, direct or supervise such personnel.

## **VI. INDEMNIFICATION**

- 6.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, CONSULTANTS 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.**

**6.02 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, CONSULTANTS OR EMPLOYEES.**

6.03 Contractor does hereby, for itself, its officers, agents, employees, successors, assigns, personal representatives, heirs, executors, and administrators, collectively referred to in this paragraph as "Contractor," release, acquit, and forever discharge the County, its officers, agents, and employees, collectively referred to in this paragraph as "County," of and from any and all debts, damages, claims, causes of action, suits, liabilities, and demands of whatever nature, which Contractor might now have or that might subsequently accrue by reason of any matter or thing whatsoever and particularly growing out of or in any way connected with, directly or indirectly, this Agreement and/or the services to be performed pursuant to the same, including, but not limited to, any claims for any workers' compensation, health insurance or any other benefit provided by the County to its officers and/or employees; any claims challenging the constitutionality or legality of any provision of this Agreement; any and all existing or future common law, statutes, civil rights, or constitutional claims; and any tort claims of any nature.

**VII.  
ASSIGNMENT**

Neither the Contractor nor the County shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the other party.

**VIII.  
DEFAULT**

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing there under upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

**IX.  
MISCELLANEOUS**

9.01 This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Contractor and the County only.

9.02 This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

9.03 County's engagement under this Agreement shall not be an exclusive arrangement with the Contractor and the Contractor acknowledges that similar services are and will be provided by County to other parties during the term of this Agreement.

## **X. NOTICE**

10.01 All notices required to be given hereunder shall be given in writing by telecopier, overnight, or facsimile transmission, certified or registered mail or by hand delivery at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following address:

### **CONTRACTOR**

Brazos Bend Guardianship Services  
123 Brooks St.  
Sugar Land, TX. 77478

### **COUNTY**

**Fort Bend County**  
Robert E. Hebert, County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

### **COUNTY AUDITOR**

**Fort Bend County Auditor**  
Ed Sturdivant  
301 Jackson, 5<sup>th</sup> Floor  
Richmond, Texas 77469

## **XI. ENTIRE AGREEMENT**

11.01 This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the County of Fort Bend, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Fort Bend County, Texas.

11.02 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

11.03 In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

11.04 This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the County and the Contractor only.

RECORDED ON 1-25-08  
IN THE COMMISSIONER COURT  
MINUTES OF 1-15-08

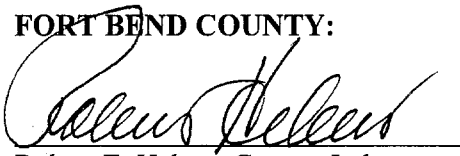
11.05 The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

XII  
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

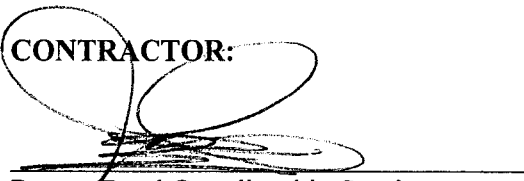
FORT BEND COUNTY:

FORT BEND COUNTY:

  
Robert E. Hebert, County Judge


Date: 1-15-08

CONTRACTOR:

  
Brazos Bend Guardianship Services

Date: 1/4/08

ATTEST:

  
Dianne Wilson, County Clerk

Approved:

  
Ed Sturdivant, County Auditor

19

|                         |   |                                 |
|-------------------------|---|---------------------------------|
| <b>Robert E. Hebert</b> | - | <b>County Judge</b>             |
| <b>Tom Stavinoha</b>    | - | <b>Commissioner Precinct #1</b> |
| <b>Grady Prestage</b>   | - | <b>Commissioner Precinct #2</b> |
| <b>Andy Meyers</b>      | - | <b>Commissioner Precinct #3</b> |
| <b>James Patterson</b>  | - | <b>Commissioner Precinct #4</b> |

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

**The following transfers to said budget are hereby authorized:**

**TRANSFER TO: Constable, Pct. 4 100550400**

**TRANSFER FROM:**      **Non-Departmental 100409100**

**EXPLANATION:** The action taken by Commissioners Court on December 18, 2007 to appoint Chad Norvell as acting Constable necessitates an increase in the Constable, Pct. 4 salary budget.

**THE COUNTY OF FORT BEND**

#26  
Transfer # 210117108 - Or



**FORT BEND COUNTY**

**FY 2006**

**COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 8, 2008

Submitted By: Laura Johnson  
Department: County Attorney  
Telephone: x 4556

Date: January 15, 2008

**SUMMARY OF ITEM:**

Take appropriate action on request to pay , without purchase order, the following Invoices :

AT&T wireless service for \$55.49 – fund #1004751-63000  
West Group for \$821.99 – fund 1004751-63500  
Nextel (Sprint) Cellular Service for \$159.13 – fund 1004751-63000

|  |                 |           |
|--|-----------------|-----------|
| <b>Renewal Agreement/Appointment:</b>        | <b>YES</b>      | <b>NO</b> |
| <b>Reviewed by County Attorney's Office:</b> | <b>YES    X</b> | <b>NO</b> |

List Supporting Documents Attached: Yes

**FINANCIAL SUMMARY:**

|                       |                 |           |
|-----------------------|-----------------|-----------|
| <b>Budgeted Item:</b> | <b>YES    X</b> | <b>NO</b> |
|-----------------------|-----------------|-----------|

Funding Source: Fund: \_\_\_\_\_ Agency: \_\_\_\_\_ Organization: \_\_\_\_\_ : Fund \_\_\_\_\_

|   |            |                |
|---|------------|----------------|
| <b>Requires Auditor to Certify Funds:</b> | <b>YES</b> | <b>NO    X</b> |
|---|------------|----------------|

**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form** Submitted with back up to County Judge's Office:    x    ( ✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)    If by Fax to: (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|                       |                |                              |
|-----------------------|----------------|------------------------------|
| X Auditor             | (281-341-3774) | x Comm. Pct. 1(281-342-0587) |
| X Budget Officer      | (281-344-3954) | x Comm. Pct. 2(281-403-8009) |
| X Facilities/Planning | (281-633-7022) | x Comm. Pct. 3(281-242-9060) |
| X Purchasing Agent    | (281-341-8642) | x Comm. Pct. 4(281-980-9077) |
| X                     |                | X County Clerk(281-341-8697) |

**Recommendation:**

Special Handling:

**FORT BEND COUNTY AUDITOR**  
**ACCOUNTS PAYABLE**  
**County Auditor Form 1016**  
**( Rev. 11/07 )**

100475100

63000

|             |               |        |
|-------------|---------------|--------|
| Vendor #    | 10655         |        |
| Vendor Name | AT&T          |        |
| Address     | P.O. Box 6463 |        |
| City        | Carol Stream  |        |
| State       | Zip Code      | Date   |
| Ill.        | 60197-6463    | 1.8.08 |

| Invoice #/Invoice Date/Desc |
|-----------------------------|
| wireless service            |
| Dec - Jan.                  |
|                             |
|                             |
|                             |
|                             |

|        |        |
|--------|--------|
| Amount | 55.49  |
|        |        |
|        |        |
|        |        |
|        |        |
| Total  | 55.49. |

| County Auditor's Use Only |                                 |
|---------------------------|---------------------------------|
| CC Approval Date          | _____                           |
| Check Type                | _____                           |
| Audited By                | _____                           |
| Received                  | _____<br><br>_____<br><br>_____ |
| Paid                      | _____<br><br>_____<br><br>_____ |

Laura Johnson  
Authorized Department Approval

# Treasurer's Register Stamp and Number

DEED SIGNATURE DATE 74 10 50

FORT BEND COUNTY AUDITOR  
ACCOUNTS PAYABLE  
County Auditor Form 1016  
(Rev. 11/07)

# INVOICE TRANSMITTAL

|           |
|-----------|
| 100475100 |
| 63500     |

|             |                     |          |            |      |        |
|-------------|---------------------|----------|------------|------|--------|
| Vendor #    | 11086               |          |            |      |        |
| Vendor Name | West Payment Center |          |            |      |        |
| Address     | P.O. Box            |          |            |      |        |
| City        | Civil Stream        |          |            |      |        |
| State       | Il.                 | Zip Code | 60197-6292 | Date | 1.8.08 |

| Invoice #/Invoice Date/Desc |
|-----------------------------|
| November online research    |
| 814928982                   |
|                             |
|                             |
|                             |
|                             |
|                             |

| Amount |        |
|--------|--------|
|        |        |
|        |        |
|        |        |
|        |        |
|        |        |
|        |        |
| Total  | 821.99 |

| County Auditor's Use Only |  |
|---------------------------|--|
| CC Approval Date          |  |
| Check Type                |  |
| Audited By                |  |
| Received                  |  |
| Paid                      |  |

|  |
|--|
| <u>Laura Johnson</u><br>Authorized Department Approval |
| Treasurer's Register Stamp and Number                  |



ACCT# 1000115690  
FORT BEND COUNTY DISTRICT ATTORNEY  
LAURA JOHNSON  
301 JACKSON ST RM 101  
RICHMOND TX 77469-3108

| INVOICE # 814928982              |  | WEST INFORMATION CHARGES INVOICE<br>NOV 01, 2007 - NOV 30, 2007 |      | PAGE<br>1    |
|----------------------------------|--|---|------|--------------|
| DESCRIPTION                      |  | CHARGE  | TAX  | TOTAL CHARGE |
| WEST INFORMATION CHARGES         |  | 3,865.80  | 0.00 | 3,865.80     |
| Westlaw.<br>1-800-821-99<br>C.A. |  |   |      |              |

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West, a Thomson business, serving the bench and bar since 1872.

FOR BILLING INFORMATION CALL  
1-800-328-4880

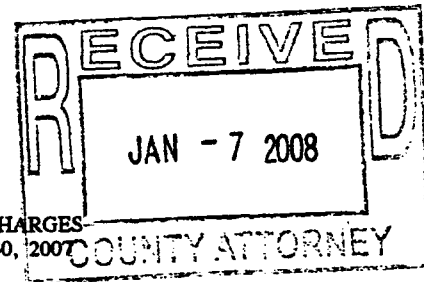
1000115690

A

RETURN BOTTOM PORTION WITH PAYMENT

INVOICE # 814928982  
INVOICE DATE 12/01/2007  
ACCOUNT # 1000115690  
VENDOR # 41-1426973  
VAT REG# EU826006554

WEST INFORMATION CHARGES  
NOV 01, 2007 - NOV 30, 2007



AMOUNT DUE 3,865.80  
DUE DATE 12/31/2007  
AMOUNT ENCLOSED \$

West Payment Center  
P.O. Box 6292  
Carol Stream, IL 60197-6292

FORT BEND COUNTY DISTRICT ATTORNEY  
LAURA JOHNSON  
301 JACKSON ST RM 101  
RICHMOND TX 77469-3108

0814928982 000000000000000000000000 20071201 ZCPG 000386580 0010 1000115690 4

# INVOICE TRANSMITTAL

AS PER ORIGINAL

|           |
|-----------|
| 100475100 |
| 63000     |

|             |               |          |            |      |        |
|-------------|---------------|----------|------------|------|--------|
| Vendor #    | 13400         |          |            |      |        |
| Vendor Name | Netel         |          |            |      |        |
| Address     | P.O. Box 4181 |          |            |      |        |
| City        | Carol Stream  |          |            |      |        |
| State       | IL            | Zip Code | 60197-4181 | Date | 1.8.08 |

|                             |
|-----------------------------|
| Invoice #/Invoice Date/Desc |
| New-Dec airtime for         |
| 2 cell phones               |
| 832.250.6491                |
| 832.254.5571                |
|                             |
|                             |

|        |        |
|--------|--------|
| Amount |        |
| 159.13 |        |
|        |        |
|        |        |
|        |        |
|        |        |
| Total  | 159.13 |

|                           |  |
|---------------------------|--|
| County Auditor's Use Only |  |
| CC Approval Date          |  |
| Check Type                |  |
| Audited By                |  |
| Received                  |  |
| Paid                      |  |

|  |
|--|
| <u>Laura Johnson</u><br>Authorized Department Approval |
| Treasurer's Register Stamp and Number                  |

> ACCOUNT INFORMATION

Account Name  
FORT BEND COUNTY ATTORNEY

Account Number  
696250221

Invoice Number  
696250221-057

Current P.O.  
PC05400000713

TIN Number  
74-1650557

ABA Number  
111-000-012

Current P.O. Date  
March 19, 2003

Invoice Date  
December 22, 2007

Total Amount Due  
~~\$218.26~~

> MONTHLY INVOICE SUMMARY

November 19 - December 18, 2007

Previous Balance

Payments as of 12/19/07 - Thank you

Outstanding Balance - Due Upon Receipt

0001-Access and Related Items

0004-Messaging Services

0007-Additional Sprint Charges

0008-Government Fees and Taxes

317.29

-158.16

\$159.13

153.98

0.15

3.88

1.12

Total Current Charges for 696250221-057 Due 01/11/08

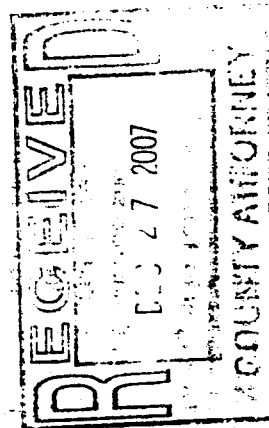
\$159.13

Total Amount Due

~~\$318.26~~

13400 number #

#1264



\*Any unpaid balance after the due date may be subject to a late payment charge per your contract.

> CUSTOMER CARE

Register and Logon  
[www.sprint.com](http://www.sprint.com)

Call Sprint  
1-800-390-7545

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AND NOTICES

This section contains  
important updates about your  
Sprint Services, including  
Service or Rate Changes,  
Promotions and Offers.

Correspondence

Please send all correspondence  
including billing inquiries to:  
Sprint Customer Service  
PO Box 8077  
London, KY 40742

Do not enclose your payment  
with the correspondence.  
You may also contact Sprint  
Customer Care at the number  
listed on your invoice or by  
going to [sprint.com](http://sprint.com).

> PAYMENT OPTIONS

To Pay Your Bill Online Go To  
[www.sprint.com/mysprint](http://www.sprint.com/mysprint)  
Sign up for Recurring Direct Debit!

To Pay Your Bill By Phone Call  
1-800-639-6111 or  
611 from your Sprint phone

To Pay Your Bill By Mail  
See reverse side for details. >

800000350U

PO Box 541023  
Los Angeles, CA 90054-1023  
#BWNKCTX \*\*\*AUTO\*\*MIXED AADC 956  
#0000 0696250221 B 9#  
000002104 01 MB  
0.360  
FORT BEND COUNTY ATTORNEY  
409 S 4TH ST STE 728  
RICHMOND, TX 77469-3507

NEXTEL

AS PER ORIGINAL

21A

**FORT BEND COUNTY      FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/08/2008

Submitted By: Mary Reveles

Court Date: 01/15/2008

Department: County Attorney

Telephone: 4554

**SUMMARY OF ITEM:****ENGINEERING:**

Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and Chiang, Patel and Yerby, Inc. for services provided for the expansion of Katy-Flewellen Road, Mobility Project No. 734.

Renewal Agreement/Appointment: YES ☐ NO ☒Reviewed by County Attorney's Office: YES ☒ NO ☐

List Supporting Documents Attached: Proposed agreement

**FINANCIAL SUMMARY:**Budgeted Item: N/A YES ☒ NO ☐

Funding Source: Engineering, Fees (Mobility Bonds)

Requires Auditor to Certify Funds: YES ☒ NO ☐**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**Original Form Submitted with back up to County Judge's Office: ☐ (✓ when completed)If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to: (281) 341-8609

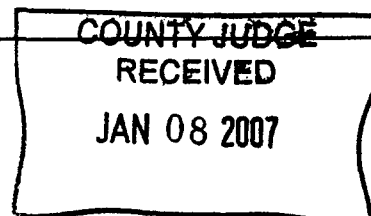
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|  |                |  |                |
|--|----------------|--|----------------|
| <input checked="" type="checkbox"/> Auditor                | (281-341-3774) | <input checked="" type="checkbox"/> Comm. Pct. 1 | (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer         | (281-344-3954) | <input checked="" type="checkbox"/> Comm. Pct. 2 | (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning    | (281-633-7022) | <input checked="" type="checkbox"/> Comm. Pct. 3 | (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent       | (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 | (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology | (281-341-4526) | <input checked="" type="checkbox"/> County Clerk | (281-341-8697) |
| <input checked="" type="checkbox"/> Engineering            |                | <input checked="" type="checkbox"/> County Atty  | (281-341-4557) |

Recommendation: Approve agreement as presented.

Special Handling: \_\_\_\_\_

H18-08 orig. ret. to Mary Reveles  
at Co. Attorney





**Contract Transmittal**  
**2007 Fort Bend County Mobility Program**  
**Date: 1/02/08**

**Project Name:** Katy-Flewellen Road from Katy-Gaston Road to Pin Oak Road

**Project Number:** 734

**Total Not-to-Exceed Fee=** \$860,000

**Prime Consultant:** Chiang, Patel & Yerby, Inc.

**Contact:** Mr. Glenn Johnson, Vice President

**Address:** 2925 Briar Park, Suite 850  
Houston, Texas 77042

**Phone:** 713-532-1730

**Subconsultants:** TSC Engineering Company

**Contact:** Andrea Ranft, Director of Transportation

**Address:** 3300 South Gessner Road, Suite 100  
Houston, Texas 77063

**Phone:** (713) 784-7777

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJECT NO. 734 – KATY-FLEWELLEN ROAD**

**THIS AGREEMENT** is made and entered into 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 CHIANG, PATEL & YERBY, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County proposes expand Katy-Flewellen Road from Katy-Gaston Road to Pin Oak Road, Project No. 734, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

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

**AGREEMENT**

SECTION I  
SCOPE OF AGREEMENT

- 1.01 Engineer shall render professional services to County related to the Project as described in each executed Work Authorization, a sample of which is attached as Attachment B.
- 1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.
- 1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform

County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

- 1.04 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.
- 1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

## SECTION II THE ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$860,000.00, including all reimbursable expenses.
- 2.02 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.
- 2.03 Engineer shall not provide any services under this Agreement until authorized by County in writing.
- 2.04 Engineer shall submit invoices to County as detailed in Section 2.05 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 the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.05 Engineer 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 for the Schedule of Values describing the tasks performed in all applicable Work Authorizations 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.

## SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before December 31, 2009.
- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.

- 3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

#### SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.
- 4.02 Upon receipt of such termination notice, Engineer 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.
- 4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Engineer that proportion of 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.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

#### SECTION V INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

#### SECTION VI OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written

- consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.
- 6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.
- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

## SECTION VII PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined in Attachment C, Key Personnel. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

## SECTION VIII ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

## SECTION IX ENGINEER'S INSURANCE REQUIREMENTS

- 9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer 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. Engineer 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 insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.

B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

|             |   |
|-------------|---|
| \$1,000,000 | general aggregate limit                         |
| \$325,000   | each occurrence, combined single limit          |
| \$325,000   | aggregate Products, combined single limit       |
| \$325,000   | aggregate Personal Injury/Advertising Liability |
| \$50,000    | Fire Legal Liability                            |
| \$5,000     | Premises Medical                                |

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

9.03 County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

## SECTION X INDEMNIFICATION

10.01 ENGINEER 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 ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.
- 10.02 Engineer 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 10.03 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 Engineer in the defense of each matter.
- 10.03 County shall timely forward to ENGINEER 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 Engineer in its defense of each such matter.
- 10.04 ENGINEER'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.
- 10.05 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 Engineer, Engineer 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 Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.
- 10.06 In the event that any such matter being so defended by Engineer 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.
- 10.07 Engineer 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.
- 10.08 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.
- 10.09 Engineer's indemnification shall cover, and Engineer 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 Engineer to perform the work described in this Agreement.
- 10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.
- 10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that arise may from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.

- 10.12 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 Engineer providing such insurance.

## SECTION XI DISPUTE RESOLUTION

- 11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.
- 11.02 In the event County or Engineer desire to 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.
- 11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

## XII NOTICE

- 12.01 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 Engineer at the addresses set forth below.
- 12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

Glenn Johnson, Vice President  
2925 Briar Park, Suite 850  
Houston, Texas 77042

B. If to County notice must be sent to the County Project Manager:

D. Jesse Hegemier  
County Engineer  
1124-52 Blume Road  
Rosenberg, Texas 77471

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



### SECTION XIII REPORTS OF ACCIDENTS

- 13.01 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 third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

### SECTION XIV WORK AUTHORIZATIONS

- 14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- 14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.
- 14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.
- 14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Basis of Fee Calculation.
- 14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.
- 14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-

- to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.
- 14.08 County will not pay any items of cost that are not included in an executed Work Authorization.
- 14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- 14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.
- 14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment B. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.
- 14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Authorization, using the form attached hereto at Attachment B.
- 14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.
- 14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.
- 14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.

- 14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

## SECTION XV 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 XVI LIMIT OF APPROPRIATION

- 16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer 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 \$860,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$860,000.00 for described scope of services in all executed Work Authorizations.

## SECTION XVII SUCCESSORS AND ASSIGNS

- 17.01 County and Engineer 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.
- 17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

## SECTION XVIII PUBLIC CONTACT

- 18.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 18.02 Under no circumstances, whatsoever, shall Engineer 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 XIX 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 XX MISCELLANEOUS

- 20.01 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.
- 20.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 20.03 Engineer 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; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 20.04 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.
- 20.05 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.
- 20.06 Engineer 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, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

## SECTION XXI APPENDICES


The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

|              |                           |
|--------------|---------------------------|
| Attachment A | Basis of Fee Calculation  |
| Attachment B | Sample Work Authorization |
| Attachment C | Key Personnel             |

SECTION XXII  
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

January 15, 2008  
Date

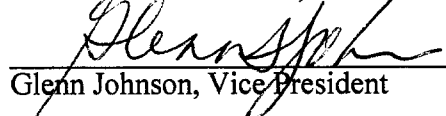
Attest:

  
Dianne Wilson, County Clerk

APPROVED: COUNTY PROJECT MANAGER

  
D. JESSE HEGEMIER, FORT BEND COUNTY ENGINEER

ENGINEER: CHIANG, PATEL & YERBY, INC.

  
Glenn Johnson, Vice President

Jan. 8, 08  
Date


Attest:

  
\_\_\_\_\_

MER:Engineering Services Agreement.Chiang.3791-734

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$860,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

## ATTACHMENT A BASIS OF FEE CALCULATION

**Prime Consultant:** Chiang, Patel & Yerby, Inc.

| LABOR RATE | Classification         | Rate    |
|------------|------------------------|---------|
|            |                        |         |
|            | Principal              | \$70.00 |
|            | Project Manager        | \$56.00 |
|            | Sr. Staff Engineer III | \$50.00 |
|            | Sr. Staff Engineer II  | \$43.00 |
|            | Sr. Staff Engineer I   | \$39.00 |
|            | Staff Engineer III     | \$35.00 |
|            | Staff Engineer II      | \$32.00 |
|            | Staff Engineer I       | \$29.00 |
|            | Tech III               | \$38.00 |
|            | Tech II                | \$28.00 |
|            | Tech I                 | \$21.52 |
|            | Clerical               | \$22.00 |

OVERHEAD RATE 165.00%

OPERATING MARGIN 12%

**Subconsultant:** TSC Engineering Company

| LABOR RATE | Classification         | Rate    |
|------------|------------------------|---------|
|            |                        |         |
|            | Principal              | \$72.12 |
|            | Project Manager        | \$53.46 |
|            | Sr. Staff Engineer III | \$49.66 |
|            | Sr. Staff Engineer II  | \$44.00 |
|            | Sr. Staff Engineer I   | \$39.00 |
|            | Staff Engineer III     | \$34.13 |
|            | Staff Engineer II      | \$31.69 |
|            | Staff Engineer I       | \$25.00 |
|            | Tech III               | \$37.66 |
|            | Tech II                | \$28.00 |
|            | Tech I                 | \$21.52 |
|            | Clerical               | \$21.07 |

OVERHEAD RATE 163.00%

OPERATING MARGIN 12%

**ATTACHMENT B**  
**B-1**  
**WORK AUTHORIZATION NO. \_\_\_\_**  
**AGREEMENT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and \_\_\_\_\_ (the Engineer), on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**PART I.** The Engineer will perform engineering services generally described as \_\_\_\_\_ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, B and C, respectively, which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon fees set forth in Attachment A, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on \_\_\_\_\_, unless extended by a supplemental Work Authorization as provided in the Agreement.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

|           |                |
|-----------|----------------|
| Exhibit A | Scope of Work  |
| Exhibit B | Labor Estimate |
| Exhibit C | Schedule       |

**ATTACHMENT B**  
**B-2**  
**SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_**  
**AGREEMENT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and \_\_\_\_\_ (the Engineer).

The following terms and conditions of Work Authorization No. \_\_\_\_ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. \_\_\_\_ not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)



**ATTACHMENT C  
KEY PERSONNEL**

**Prime Consultant:** Chiang, Patel & Yerby, Inc.

|                     |                       |
|---------------------|-----------------------|
| Management          | Keith Neshyba, P.E.   |
| Civil Engineer      | Marcel Strachan, P.E. |
| Civil Engineer      | Michelle Patton, P.E. |
| Drainage Engineer   | Wesley Young, P.E.    |
| Envioronmental      | Andy Atlas            |
| Structural Engineer | Tom Ashcraft, P.E.    |

# AGENDA ITEM

## FORT BEND COUNTY FY 2008 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

21B

Date Submitted: 01/08/2008 Submitted By: Mary Reveles  
Court Date: 01/15/2008 Department: County Attorney  
Telephone: 4554

### SUMMARY OF ITEM:

#### ENGINEERING:

Take all appropriate action on the Professional Engineering Services Agreement between Fort Bend County and Landtech Consultants, Inc. for services provided for the expansion of Mason Road, Mobility Project No. 735.

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☒ NO ☐

List Supporting Documents Attached: Proposed agreement

### FINANCIAL SUMMARY:

Budgeted Item: N/A YES ☒ NO ☐

Funding Source: Engineering, Fees (Mobility Bonds)

Requires Auditor to Certify Funds: YES ☒ NO ☐

### Instructions for submitting an Agenda Request:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

### DISTRIBUTION:

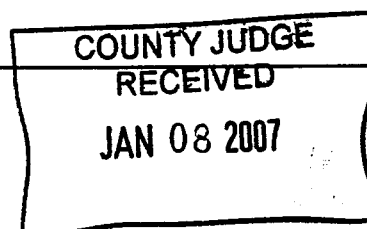
Original Form Submitted with back up to County Judge's Office: ☐ (✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to: (281) 341-8609  
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774)                | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)         | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)    | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)       | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input checked="" type="checkbox"/> Engineering                           | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

Recommendation: Approve agreement as presented.

Special Handling:

H8-08 orig. ret. to Mary Reveles  
at Co. Attorney



STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND §

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJECT NO. 735 – MASON ROAD**

**THIS AGREEMENT** is made and entered into 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 LANDTECH CONSULTANTS, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County proposes expand Mason Road from F.M. 359 to S.H. 99, Project No. 735, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

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

**AGREEMENT**

SECTION I  
SCOPE OF AGREEMENT

- 1.01 Engineer shall render professional services to County related to the Project as described in each executed Work Authorization, a sample of which is attached as Attachment B.
- 1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.
- 1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform

County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

- 1.04 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.
- 1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

## SECTION II THE ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$450,000.00, including all reimbursable expenses.
- 2.02 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.
- 2.03 Engineer shall not provide any services under this Agreement until authorized by County in writing.
- 2.04 Engineer shall submit invoices to County as detailed in Section 2.05 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 the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.05 Engineer 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 for the Schedule of Values describing the tasks performed in all applicable Work Authorizations 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.

## SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before December 31, 2009.
- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.

- 3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

#### SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.
- 4.02 Upon receipt of such termination notice, Engineer 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.
- 4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Engineer that proportion of 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.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

#### SECTION V INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

#### SECTION VI OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written

consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

- 6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.
- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

## SECTION VII PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined in Attachment C, Key Personnel. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

## SECTION VIII ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

## SECTION IX ENGINEER'S INSURANCE REQUIREMENTS

- 9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer 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. Engineer 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 insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.

B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

|             |   |
|-------------|---|
| \$1,000,000 | general aggregate limit                         |
| \$325,000   | each occurrence, combined single limit          |
| \$325,000   | aggregate Products, combined single limit       |
| \$325,000   | aggregate Personal Injury/Advertising Liability |
| \$50,000    | Fire Legal Liability                            |
| \$5,000     | Premises Medical                                |

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

9.03 County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

## SECTION X INDEMNIFICATION

10.01 ENGINEER 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 ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.

- 10.02 Engineer 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 10.03 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 Engineer in the defense of each matter.
- 10.03 County shall timely forward to ENGINEER 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 Engineer in its defense of each such matter.
- 10.04 ENGINEER'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.
- 10.05 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 Engineer, Engineer 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 Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.
- 10.06 In the event that any such matter being so defended by Engineer 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.
- 10.07 Engineer 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.
- 10.08 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.
- 10.09 Engineer's indemnification shall cover, and Engineer 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 Engineer to perform the work described in this Agreement.
- 10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.
- 10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that arise may from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.



- 10.12 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 Engineer providing such insurance.

## SECTION XI DISPUTE RESOLUTION

- 11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.
- 11.02 In the event County or Engineer desire to 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.
- 11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

## XII NOTICE

- 12.01 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 Engineer at the addresses set forth below.
- 12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

Thomas A. Staudt, Vice President  
2525 North Loop West, Suite 300  
Houston, Texas 77008

B. If to County notice must be sent to the County Project Manager:

D. Jesse Hegemier  
County Engineer  
1124-52 Blume Road  
Rosenberg, Texas 77471

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

### SECTION XIII REPORTS OF ACCIDENTS

- 13.01 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 third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

### SECTION XIV WORK AUTHORIZATIONS

- 14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- 14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.
- 14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.
- 14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Basis of Fee Calculation.
- 14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.
- 14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-

to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.

- 14.08 County will not pay any items of cost that are not included in an executed Work Authorization.
- 14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- 14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.
- 14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment B. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.
- 14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Authorization, using the form attached hereto at Attachment B.
- 14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.
- 14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.
- 14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.

- 14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

## SECTION XV 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 XVI LIMIT OF APPROPRIATION

- 16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer 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 \$450,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$450,000.00 for described scope of services in all executed Work Authorizations.

## SECTION XVII SUCCESSORS AND ASSIGNS

- 17.01 County and Engineer 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.
- 17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

## SECTION XVIII PUBLIC CONTACT

- 18.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 18.02 Under no circumstances, whatsoever, shall Engineer 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 XIX 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 XX MISCELLANEOUS

- 20.01 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.
- 20.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 20.03 Engineer 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; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 20.04 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.
- 20.05 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.
- 20.06 Engineer 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, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

## SECTION XXI APPENDICES

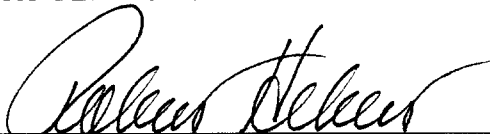
The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

|              |                           |
|--------------|---------------------------|
| Attachment A | Basis of Fee Calculation  |
| Attachment B | Sample Work Authorization |
| Attachment C | Key Personnel             |

SECTION XXII  
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

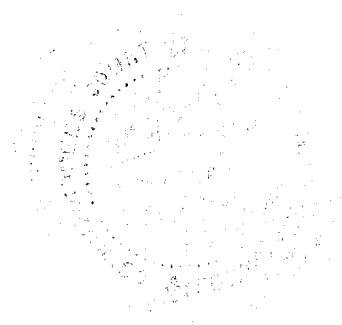
FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

January 15, 2008  
Date

Attest:

  
Dianne Wilson, County Clerk

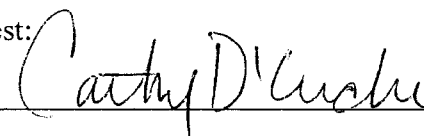


ENGINEER: Landtech Consultants, Inc.

  
Thomas A. Staudt, Vice President

1/8/08  
Date

Attest:

  
Cathy D'Urso

APPROVED: COUNTY PROJECT MANAGER

  
D. Jesse Hegemier, FORT BEND COUNTY ENGINEER

MER:Engineering Services Agreement.Landtech.3791-735

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$450,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

**ATTACHMENT A  
BASIS OF FEE CALCULATION**

**Prime Consultant:** Landtech Consultants, Inc.

|                  |                       |             |
|------------------|-----------------------|-------------|
| LABOR RATE       | <u>Classification</u> | <u>Rate</u> |
|                  | Principal             | \$72.12     |
|                  | Sr. Project Manager   | \$57.69     |
|                  | Project Manager       | \$48.08     |
|                  | Prof. Engr./RPLS      | \$43.27     |
|                  | Project Engineer      | \$40.87     |
|                  | 2-Man Crew            | \$34.50     |
|                  | 3-Man Crew            | \$44.50     |
|                  | Tech                  | \$31.25     |
|                  | Designer              | \$33.65     |
|                  | CADD Operator         | \$28.85     |
|                  | Clerical              | \$19.23     |
| OVERHEAD RATE    | 163.17%               |             |
| OPERATING MARGIN | 12%                   |             |

**ATTACHMENT B**  
**B-1**  
**WORK AUTHORIZATION NO. \_\_\_\_**  
**AGREEMENT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and \_\_\_\_\_ (the Engineer), on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**PART I.** The Engineer will perform engineering services generally described as \_\_\_\_\_ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, B and C, respectively, which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon fees set forth in Attachment A, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on \_\_\_\_\_, unless extended by a supplemental Work Authorization as provided in the Agreement.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

|           |                |
|-----------|----------------|
| Exhibit A | Scope of Work  |
| Exhibit B | Labor Estimate |
| Exhibit C | Schedule       |



**ATTACHMENT B**  
**B-2**  
**SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_**  
**AGREEMENT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and \_\_\_\_\_ (the Engineer).

The following terms and conditions of Work Authorization No. \_\_\_\_ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. \_\_\_\_ not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**ATTACHMENT C  
KEY PERSONNEL**

**Prime Consultant:** Landtech Consultants, Inc.

|                       |                        |
|-----------------------|------------------------|
| Principal             | Tom Staudt, P.E.       |
| Sr. Project Manager   | Ron Kersh, P.E.        |
| Project Manager       | Bill Massey, R.P.L.S.  |
| Professional Engineer | Robert Doty, P.E.      |
| Professional Engineer | Craig Hutson, P.E.     |
| Project Engineer      | Javier Reynaud, E.I.T. |

# AGENDA ITEM

22

## FORT BEND COUNTY FY 2008 COMMISSIONERS COURT AGENDA REQUEST FORM Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 4, 2008  
Court Agenda Date: January 15, 2008

Submitted By: Jacque Burgess  
Department: Facilities Management & Planning  
Phone Number: 281/633-7017

**SUMMARY OF ITEM:** Approve First Amendment to Agreement for Design/Build Services Rehabilitation of Historic Dew Plantation House in an amount not to exceed \$144,128.00.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐  
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

### FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Dew House Rehabilitation Proposition 3 Bond Project.

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

### Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed above.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

### DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774)          | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954)   | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input type="checkbox"/> Facilities/Planning (281-633-7022)         | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input type="checkbox"/> Information Technology (281-341-4526)      | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input type="checkbox"/> Other: _____                               | <input checked="" type="checkbox"/> County Atty (281-341-4557)  |

### RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

1-12-08 orig. ret. to Jacque at Facilities

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR DESIGN/BUILD SERVICES  
REHABILITATION OF HISTORIC DEW PLANTATION HOUSE

THIS FIRST AMENDMENT to the AGREEMENT for Design/Build Services is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and EVANS CONSTRUCTION, hereinafter referred to as "EVANS."

RECITALS

The County and EVANS previously entered an Agreement for Design/Build Services for Rehabilitation of the Historic Dew House Plantation dated August 7, 2007, (collectively, the "Agreement") attached hereto as Exhibit B and incorporated by reference as if set forth herein verbatim. The County and EVANS desire to amend said Agreement for Phase II services as set forth in EVANS proposal dated December 10, 2007, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and EVANS is hereby amended to read:

- A. An additional amount not-to-exceed **\$144,128.00** (One Hundred Forty-Four Thousand One Hundred Twenty-Eight Dollars) shall be available for Phase II Services provided by EVANS in connection with the Project. The not-to- exceed amount shall be allocated as follows:
  - 1. Design: \$14,412.60
  - 2. Build: \$129,713.40
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

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

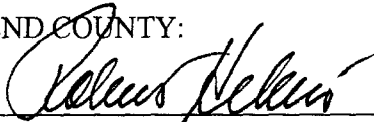
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EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to authorization of the Commissioners' Court of Fort Bend County, Texas.

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

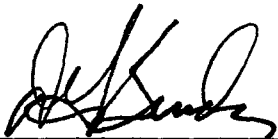
By:   
Robert E. Hebert, County Judge

Date: January 15, 2008

ATTEST:

  
Dianne Wilson, County Clerk

REVIEWED:

By:   
Don Brady, County Facilities  
Management & Planning Director

Date: 1-4-8

EVANS CONSTRUCTION

  
Ross A. Evans

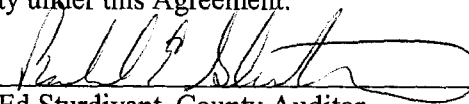
Date: 1-2-08

Exhibit A: December 10, 2007 Proposal

Exhibit B: Agreement for Design/Build Services Rehabilitation of Historic Dew House  
Plantation

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 144,128.<sup>00</sup> to  
pay the obligation of Fort Bend County under this Agreement.

  
Ed Sturdivant, County Auditor

MER:Evans Construction.Dew House.Amendment(3721)

# AGENDA ITEM

**FORT BEND COUNTY    FY 2008**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

23A

Date Submitted: 1/7/08

Submitted By: Carol Brown

Department: Library

Court Agenda Date: 1/15/08

Phone Number: 281-341-2653

**SUMMARY OF ITEM:** Take all appropriate action on the Texas State Library and Archives Commission Contract for services for the payment of funds to Fort Bend County Libraries for loaning or providing copies of library materials to all Texas public, academic and special libraries..

**RENEWAL AGREEMENT/APPOINTMENT:** YES ☒ NO ☐  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES ☒ NO ☐

List Supporting Documents Attached:

Contract

## FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund:                      Agency:                      Organization:                      Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

## Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
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Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)

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If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

|                                     |                        |                |                                     |              |                |
|-------------------------------------|------------------------|----------------|-------------------------------------|--------------|----------------|
| <input checked="" type="checkbox"/> | Auditor                | (281-341-3774) | <input checked="" type="checkbox"/> | Comm. Pct. 1 | (281-342-0587) |
| <input checked="" type="checkbox"/> | Budget Officer         | (281-344-3954) | <input checked="" type="checkbox"/> | Comm. Pct. 2 | (281-403-8009) |
| <input checked="" type="checkbox"/> | Facilities/Planning    | (281-633-7022) | <input checked="" type="checkbox"/> | Comm. Pct. 3 | (281-242-9060) |
| <input checked="" type="checkbox"/> | Purchasing Agent       | (281-341-8642) | <input checked="" type="checkbox"/> | Comm. Pct. 4 | (281-980-9077) |
| <input checked="" type="checkbox"/> | Information Technology | (281-341-4526) | <input checked="" type="checkbox"/> | County Clerk | (281-341-8697) |
| <input type="checkbox"/>            | Other:                 |                | <input checked="" type="checkbox"/> | County Atty  | (281-341-4557) |

## RECOMMENDATION / ACTION REQUESTED:

COUNTY JUDGE  
RECEIVED

JAN 09 2007

Special Handling Requested (specify):

1-17-08 orig. ret. to Carol Brown at Library



Lorenzo de Zavala  
State Archives and  
Library Building

PO Box 12927  
Austin, TX  
78711-2927

1201 Brazos Street  
Austin, Texas 78701

[www.tsl.state.tx.us](http://www.tsl.state.tx.us)

*Commission Chairman*  
Sandra J. Pickett

*Commissioners*  
Sharon T. Carr  
Diana Rae Hester Cox  
Martha Doty Freeman  
Cruz G. Hernandez  
Sandra G. Holland  
Sally Reynolds

*Director and Librarian*  
Peggy Rudd

*Assistant State Librarian*  
Edward Seidenberg

*Making  
Information  
Work  
For all  
Texans*

December 17, 2007

Fort Bend County Library System  
Carol Brown, Director  
1001 Golfview Drive  
Richmond, TX 77469-5199

Dear Ms. Brown:

In SFY2008, Fort Bend County Library System contracted with the Texas State Library and Archives Commission to provide interlibrary loan materials to the Texas public libraries free of charge. This is an invaluable service the library provides to the public libraries.

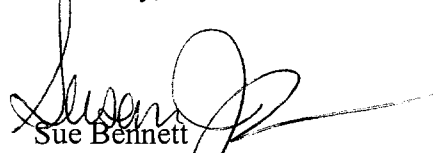
The payments of the contracts are determined by the number of net lends (total number of lends to Texas public libraries – total number of borrows from Texas public libraries = net lends). The number of net lends is based on statistics that the TSLAC receives from OCLC.

Please sign both copies and return by **February 28, 2008** to:

Renee Pogue  
Texas State Library  
and Archives Commission  
PO Box 12927  
Austin, TX 78711-2927

We appreciate your service to the Texas public libraries. If you have any questions, please do not hesitate to contact me at (512) 463-5406 or [sbennett@tsl.state.tx.us](mailto:sbennett@tsl.state.tx.us).

Sincerely,

  
Sue Bennett  
TexNet Coordinator

**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
CONTRACT FOR SERVICES**

This Contract and Agreement is entered into by and between the Texas State Library and Archives Commission (TSLAC) and Fort Bend County Library System, pursuant to the authority contracted and in compliance with the provisions of the Texas Government Code Chapter 441.

**SECTION I. CONTRACTING PARTIES**

The Performing Vendor: Fort Bend County Library System

The Receiving Agency: Texas State Library and Archives Commission (TSLAC)

**SECTION II. STATEMENT OF SERVICES TO BE PERFORMED**

- A. The Contracting Parties agree that the following services will be performed under this contract.
1. The Performing Vendor will fill requests for the loan or photocopying of library materials to all Texas public, academic, and special libraries without charge to the individual libraries when those requests are received on the OCLC interlibrary loan system from the ten interlibrary loan centers that make up TexNet: Abilene Public Library; Amarillo Public Library; Austin Public Library; Corpus Christi Public Library; Dallas Public Library; Fort Worth Public Library; Houston Public Library; Lubbock City-County Library; San Antonio Public Library; and, Texas State Library and Archives Commission (TSLAC).
  2. The Performing Vendor will fill requests for the loan or photocopying of library materials to Texas public libraries that are members of the Texas Group (TX@G) when those requests are received on the OCLC interlibrary loan system.
  3. The Performing Vendor will be reimbursed by TSLAC for net loans performed under the terms of this contract as outlined in Section III of this contract. TSLAC will determine the number of net loans by analyzing the Performing Agency's lending and borrowing activity, as reported to TSLAC, in the customized OCLC statistical report.

**SECTION III. BASIS FOR CALCULATING REIMBURSABLE COSTS**

- A. Net loans are calculated by subtracting the total number of borrows from the total number of loans made by the Performing Vendor to Texas public libraries using the OCLC system for interlibrary loan processing. The final number of net loans will be determined by analyzing the lending and borrowing activity reported in the OCLC year-end statistical report.
- B. Per requirements of the Interlibrary Loan Program at TSLAC, should the Performing Vendor fail to provide a minimum of 100 net loans, TSLAC will not be obligated to pay any reimbursement to the Performing Vendor.
- C. TSLAC will reimburse the Performing Vendor at a rate determined by available funds divided by the total number of net loans completed by the qualifying performing agency, up to a maximum of \$4.00 for each completed net interlibrary loan provided to the Texas public libraries using the OCLC system in an amount not to exceed the maximum contract amount stated in section IV, C of this contract.
- D. In the event the Performing Vendor completes fewer net loans than the estimated number of net loans in Paragraph A of this Section, TSLAC will reimburse **only** for the total number of net loans reported on the year-end OCLC report above the minimum 100 net loans.



- E. TSLAC shall reimburse the Performing Vendor based upon reports received from OCLC by TSLAC. Reimbursements with funds held by the State Comptroller of Public Accounts shall be made via USAS funds transfers, with the Texas State Library and Archives Commission initiating the transfers.
- F. The Performing Vendor shall provide TSLAC with all necessary USAS coding elements.
- G. TSLAC will make a single reimbursement payment for these services on or before November 30, 2008.

#### SECTION IV. CONTRACT AMOUNT

- A. The base amount of this contract shall be \$826.69. This amount is calculated using the estimated number of net loans 361, completed by the Performing Agency, at an estimated reimbursement rate of \$2.29 per completed net loan.
- B. In the event funds are available, are available, the amount of this contract may be automatically increased at the sole discretion of TSLAC, as outlined in Section III, paragraph C, of this contract.
- C. In no event will the amount of this contract exceed \$2,480.07.

#### SECTION V. SOURCE OF FUNDS

- A. This contract is subject to availability of funds. All reimbursements must be drawn on the appropriation item(s) or account(s) of TSLAC from which like expenditures would normally be paid.
- B. Source of funds will be Federal Funds, CFDA #45.310, Institute of Museum and Library Services, State Library Program, Federal Fiscal Year 2007 Carryover, State AY 2008.
- C. A breakdown of the funding is provided below, in accordance with requirements from the Institute of Museum and Library Services.
  - Percentage of total costs of the program which will be financed with Federal money: 100%
  - Dollar amount of Federal funds for the project estimated to be: \$125,000
  - Percentage and dollar amount of total costs of the project that will be financed by non government sources: 0%

#### SECTION VII. TERM OF THE CONTRACT

This contract is to begin September 1, 2007, and shall terminate August 31, 2008.

#### SECTION VIII. GENERAL TERMS AND CONDITIONS

See Attachment A

#### SECTION IX. CERTIFICATIONS AND ACKNOWLEDGMENTS

- A. The undersigned Contracting Parties do hereby certify that (1) the services specified above are necessary, authorized, and essential for activities that are properly within the statutory functions and programs of the Contracting Parties; (2) this contract serves the interests of efficient and economical administration of state government; (3) this contract is not prohibited by Texas Government Code Section 771.002, Subsection (b) or (c); (4) the services pursuant to this contract are not required by Article XVI, Section 21, of the Constitution of Texas to be supplied under contract given to the lowest bidder; and (5) the services provided herein do not constitute information resources technologies and are not subject to Texas Government Code Section 2054.001 *et seq.*
- B. The TSLAC further certifies that it has authority to contract for the above services pursuant to this contract by authority granted in Texas Government Code Section 441.001 *et seq.*, and in the General Appropriations Act, H.B. 1, 80<sup>th</sup> Legislature, Regular Session (2007).

- C. The Performing Agency further certifies that it has authority to contract for and perform the services pursuant to this contract by authority granted in Chapter 771 of the Texas Government Code, and in the General Appropriations Act, H.B. 1, 80<sup>th</sup> Legislature, Regular Session (2007).
- D. Performing Agency acknowledges that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by any subcontractor, and the requirement to cooperate, is included in any sub-contracts awarded.
- E. The undersigned parties bind themselves to the faithful performance of this Contract, and acknowledge that duplicate originals of this Contract are being executed.

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that: (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder; (3) that the arrangements and payments contracted for will be conducted in compliance with Library Services and Technology Act (LSTA), Public Law 104-208, and the State Plan for LSTA in Texas.

## RECEIVING AGENCY

Texas State Library and Archives Commission

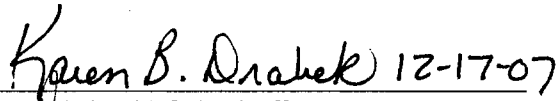
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Edward Seidenberg, Assistant State Librarian

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Date

Approved:

 12-17-07  
Karen Drabek, Chief Fiscal Officer

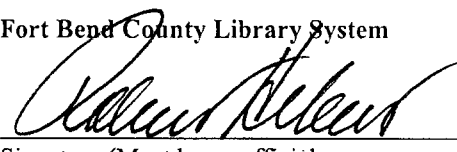
  
Susan Bennett, Contract Program Manager

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Renee Pogue, Purchaser

## PERFORMING VENDOR

Fort Bend County Library System

  
Signature (Must be an official  
Empowered to enter into contracts)

Robert Hebert  
Typewritten or Printed Name Above

County Judge  
Title

January 15, 2008  
Date

12-07-07  
Date

---

Date

## ATTACHMENT A

These Terms and Conditions shall be made a part of and govern this contract.

### A. General Terms and Conditions.

1. The Vendor agrees to protect TSLAC and the State of Texas from claims involving infringement of patents or copyrights.
2. No substitutions or cancellations shall be permitted without written approval of TSLAC's Purchasing Department.
3. All obligations to the Vendor are subject to the availability of legislative appropriations and to the availability of federal funds applicable to this contract.
4. If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.
5. All bidder affirmation statements or bid terms and conditions of the Invitation for Bid are hereby made part of this agreement by reference. Submitting a bid to TSLAC with a false statement, or submitting a catalogue to the Comptroller that contains a false statement, is a material breach of contract and shall render any resulting contract voidable at the sole option of the State. By accepting this Contract, the Vendor hereby certifies that:
  - a. The Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas.
  - b. Pursuant to Section 2155.004 Government Code, Collection of State and Local Sales and Use Taxes, the Vendor certifies that the business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

- c. The Vendor affirms that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract. The Vendor further affirms that its employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- d. The Vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Vendor or any agent, employee, subcontractor, or supplier of Vendor in the execution or performance of this contract.
- e. The Vendor agrees that any payments due under this contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- f. The Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, Vendor will complete the following information:

Name of former executive: \_\_\_\_\_

Name of state agency: \_\_\_\_\_

Date of separation from state agency: \_\_\_\_\_

Position with bidder: \_\_\_\_\_

Date of employment with bidder: \_\_\_\_\_
- g. The Vendor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

- B. **Dispute Resolution.** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, as further described herein, by TSLAC and the Vendor to attempt to resolve all disputes arising under this contract.

Vendor claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to the Chief Financial Officer or their designate. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Vendor and the TSLAC otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TSLAC if the parties are unable to resolve their disputes under this Section.

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TSLAC nor any other conduct of any representative of TSLAC relating to this contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of Vendor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the

## ATTACHMENT A

suspension of performance by the Vendor, in whole or in part.

- c. **Default.** In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with TSLAC, TSLAC may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that the Vendor fails to remedy such failure or default within the ten (10) day period, TSLAC shall have the right to cancel the agreement upon thirty (30) days written notice or immediately.
- d. The cancellation of the agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to this agreement, and such cancellation by TSLAC shall not limit any other right or remedy available to TSLAC at law or in equity.
- e. **Agreement Amendments.** No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the TSLAC Purchasing Department for prior review and approval. Only the contract administrator within the Purchasing Department or his/her designee will be authorized to sign changes or amendments.
- f. **Independent Vendor Status.** Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with TSLAC. TSLAC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation insurance payments, or any other insurance payments, nor will TSLAC furnish any medical or retirement benefits, any paid vacation or sick leave.
- g. **Sales and Use Tax.** TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

- h. **Observance of TSLAC Rules and Regulations.** Vendor agrees that at all times its employees will observe and comply with all regulations when accessing the TSLAC facilities, including, but not limited to, parking and security regulations.
- i. **Publicity.** Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSLAC's name in connection with any sales promotion or publicity event without the prior express written approval of TSLAC.
- j. **Severability.** If one or more provisions of this agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- k. **Non-Waiver of Defaults.** Any failure of TSLAC at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of TSLAC at any time to avail itself of same.
- l. **Governing Law.** This agreement shall be construed and governed by the laws of the State of Texas.
- m. **Property Rights.** For purposes of this contract, the term "work" is defined as all reports, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. The TSLAC and Vendor intend this contract to be a contract for services, and each considers the work and any and all documentation or other products and results of the services to be rendered by Vendor to be a work made for hire. By execution of a contract for these services, Vendor acknowledges and agrees that the work (and all rights therein) belongs to and shall be the sole and exclusive property of the TSLAC.

If, for any reason, the work would not be considered a work-for-hire under applicable law, Vendor does hereby sell,

assign, and transfer to the TSLAC, its successors and assigns, the entire right, title and interest in and to the copyright of the work and any registrations and copyright applications relating thereto, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Vendor agrees to execute all papers and to perform such other property rights as the TSLAC may deem necessary to secure for TSLAC or its designee the rights herein assigned.

Copyrightable material made by the Vendor for TSLAC shall be considered work-made-for-hire for TSLAC within the meaning of the copyright laws. Vendor shall assign all rights, title and interest in such copyrightable materials to TSLAC. Should this work product prove to be patentable, Vendor will assign all patent rights to TSLAC upon request. TSLAC shall have the right, at its discretion, to keep such work product as a trade secret.

- n. **Acceptance of Products and Services.** All products furnished and all services performed under this agreement shall be to the satisfaction of TSLAC and in accordance with the specifications, terms, and conditions of this contract. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
- o. **Certification Regarding Non-Payment of Child Support.** If the Vendor or owner of a 25 percent or greater interest in the Vendor is more than 30 days in arrears in the payment of an obligation to pay child support, the Vendor may not receive payments under this contract and this contract may be canceled. By signing this contract you are certifying that you are in compliance with the following provision:

"Under Section 231.006, Texas Family Code, the vendor or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this

## ATTACHMENT A

contract may be terminated and payment may be withheld if this certification is inaccurate."

- P. **Deceptive Trade Practices Act (DTPA).** Vendor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Vendor has not been found to be guilty of such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.
- Q. **Immigration.** Vendor represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.
- R. **Antitrust.** Vendor represents and warrants that neither Vendor nor any firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of Texas, codified in 15.01, et. Seq., Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business.
- S. **Criminal Conviction Certification.** The Vendor certifies that neither Vendor or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, to be assigned to the project hereunder, has been convicted of a felony criminal offense, or that if such a conviction has occurred or occurs during the term of this contract, the Vendor will immediately fully advise TSLAC as to the facts and circumstances.
- T. **Subcontracting.** It is contemplated by the parties hereto that the Vendor shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event the Vendor should determine that it is necessary or

expedient to subcontract for any of the performances specified herein, the Vendor shall subcontract for such performances only after the Vendor has transmitted to TSLAC a true copy of the subcontract the Vendor proposes to execute with a subcontractor and has obtained TSLAC's written approval for subcontracting the subject performance in advance of executing a subcontract. The Vendor, in subcontracting for any products or performances specified herein, expressly understands and acknowledges that in entering into such subcontracting(s), TSLAC is in no manner liable to any subcontractor(s) of the Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the finished products and/or services rendered under all subcontracts are rendered so as to comply with all terms of this contract.

- U. **Assignment.** The Vendor will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from TSLAC.
- V. **State Auditor's Clause.** Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- W. **Public Information Act.** Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
- X. **Technology Access Clause**  
The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless

that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- a. Providing equivalent access for effective use by both visual and non visual means;
- b. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
- c. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

- "Exemption Declaration: Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."

- V. **Accessibility.** TSLAC is required to follow TAC Chapter 206, Accessibility and Usability of State Web Sites, TAC Chapter 213, and the Federal Section 508, Accessibility Standards.

ATTACHMENT A

RECORDED ON 1-25-08  
IN THE COMMISSIONER COURT  
MINUTES OF 1-15-08

- z. **Excluded Parties List System.** The TSLAC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions with person who commit, threaten to commit, or support terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration Excluded Parties List System (EPLS, [www.epls.gov](http://www.epls.gov)) which is inclusive of the United States Treasury Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website:  
[www.whitehouse.gov/news/orders](http://www.whitehouse.gov/news/orders).
- AA. **Delivery.** Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
- BB. **Payment.** Vendor shall submit 2 copies of an itemized invoice showing State ordering number and agency requisition number (if term contract) on all copies. The State will incur no penalty for late payment if payment is made in 30 days or fewer days from receipt of goods or services and an uncontested invoice.
- CC. **Vendor Assignments.** Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. % Comm.Code Ann. Sec. 15.01, et seq. (1967).
- DD. **Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Administrative Code, Rule 111.4. The Rule outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any matter be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or received from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or

compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.

23b

23 B

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY  
FOR THE YEAR 2008

On this the 15th day of January 2008, the Commissioners' Court, with the following members being present:

|                  |   |                          |
|------------------|---|--------------------------|
| Robert E. Hebert | - | County Judge             |
| Tom Stavinoha    | - | Commissioner Precinct #1 |
| Grady Prestage   | - | Commissioner Precinct #2 |
| Andy Meyers      | - | Commissioner Precinct #3 |
| James Patterson  | - | Commissioner Precinct #4 |

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on September 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Library Donation Dept. #: 215650101

**TRANSFER TO:**

| LINE-ITEM NAME               | LINE-ITEM NUMBER | AMOUNT            |
|------------------------------|------------------|-------------------|
| Fees                         | 63000            | 27,000            |
| Travel                       | 63200            | 1,000             |
| Office Supplies              | 63500            | 30,000            |
| Operating Supplies           | 63600            | 10,000            |
| Property & Equipment         | 64000            | 15,000            |
| IT                           | 65000            | 13,000            |
| Contingency                  | 66500            | 17,000            |
| <b>TOTAL TRANSFERRED TO:</b> |                  | <b>\$ 113,000</b> |

**TRANSFER FROM:**

| LINE-ITEM NAME                 | LINE-ITEM NUMBER | AMOUNT            |
|--------------------------------|------------------|-------------------|
| Fund Balance                   | 34000            | \$ 37,000         |
| Interest (increase)            | 53000            | \$ 6,000          |
| Donations (increase)           | 54110            | \$ 70,000         |
| <b>TOTAL TRANSFERRED FROM:</b> |                  | <b>\$ 113,000</b> |

**EXPLANATION:** Amend budget pursuant to LGC 111.0706 for Library Donations for FY2008.

Department Head:  Date: 1/19/08

\*\*\* USE WHOLE DOLLAR AMOUNTS ONLY \*\*\*

THE COUNTY OF FORT BEND

BY:   
Robert E. Hebert, County Judge

Transfer #28



## AGENDA ITEM

24

*Office of County Purchasing Agent  
Gilbert D. Jalomo, Jr., CPPB*

4520 Reading Road  
Rosenberg TX 77471

Office (281) 341-8640  
Fax (281) 341-8645

**TO:** Office of the County Judge  
Fort Bend County, Texas

**FROM:** Gilbert Jalomo  
County Purchasing Agent

**SUBJECT:** Agenda Items – Commissioners Court on January 15, 2008

**Regular Agenda:**

1. Take all appropriate action to purchase telecommunications equipment maintenance from State of Texas Department of Information Resources contract DIR-SDD-272. (Funding: Information Technology 100503100 63000)

A





2000 West Sam Houston Parkway South, Houston, TX 77042

Office: 713.881.5300 Customer Service: 713.881.5353 Fax: 713.881.5330

**MAINTENANCE AGREEMENT**

Avaya Partner Support Services With EXPERT Systems (sm)

Proposal Submitted to:

Effective Date:

10/1/2007

Fort Bend County

Expiration Date:

9/30/2008

Buyers Name

Please choose a method of invoice

\*\*TAX EXEMPT\*\*

Address

City State Zip

☐ Monthly Charge:\*

\$6,850.00

Charles King 281-341-4584

Contact &amp; Telephone Number

**THIS CONTRACT COVERS THE  
FOLLOWING LOCATIONS:**

Work to be Performed at:

|                          |                      |
|--------------------------|----------------------|
| Precinct 1               | Courthouse           |
| Precinct 2               | Agriculture          |
| Precinct 4               | Juvenile             |
| Emily Court              | Justice of Peace     |
| Engineering              | Cinco Ranch Library  |
| Emergency Mng.           | First Colony Library |
| Road & Bridge            | George Library       |
| Rosenberg Annex Building |                      |

Fort Bend County

Buyers Name

Address

City State Zip

**Contract Maintenance**

Please Note: This agreement covers the Switches only. Voice Mails and Phone Sets are not covered.

Please refer to Addendum B for Items Excluded from being covered under this agreement.

This comprehensive maintenance contract covers the failure of equipment, as per the attached terms and conditions, except for equipment damaged by misuse or acts of God. By signing below, customer agrees to and understands the terms and conditions. An invoice for the agreed price plus applicable sales tax will be forwarded.

Brian M. Deats

DataVox, Inc. Representative

DataVox Approval

11/14/07

Date Approved

Fort Bend County

Accepted By (Company Name)

Signature &amp; Title of Company Representative

Robert Hebert, County Judge

January 15, 2008

Date Approved

1-23-08 orig. ret. to Cheryl at Purchasing

**Items Excluded from Coverage**

The DataVox Maintenance Agreement covers the **Switches only**, which includes cabinets, carriers, circuit packs, gateways and power supplies, and excludes all other adjunct items including but not limited to the following parts:

- CSU/DSU's
- All Battery Back Ups **EXCEPT** for the Courthouse APC Batter Back Up.
- All terminals including digital, analog, IP, soft phone and wireless sets
- All data equipment
- All paging equipment including all horns, speakers and amps

Fort Bend County

Accepted By (Company Name)

Signature & Title of Company Representative

Robert Hebert, County Judge

Printed & Title of Company Representative

January 15, 2008

Date Approved

Steve Ferguson V. P.

Datavox, Inc. Representative

Datavox Approval

Date Approved

# **MAINTENANCE AGREEMENT**

## **TERMS AND CONDITIONS**

### **1. MAINTENANCE OBLIGATIONS**

DataVox, Inc. (DataVox) hereby agrees to service and maintain the equipment per attached Addendum A, in accordance with the following provisions: DataVox will make annual inspection of the equipment to keep it in good working condition, and at such times to provide normal repair and maintenance service, including labor and materials. In addition, within twenty-four (24) hours of the Customer's request, during regular business hours (Monday – Friday 8 AM – 5 PM), DataVox will provide regular repair of malfunctions which originate within the equipment. Emergency service, involving an equipment outage of all or a substantial part of the installed system, will be provided within four (4) hours of the Customer's request. During annual inspections and at other times, DataVox will replace defective parts on an exchange basis without charge.

This agreement, however, does not cover the replacement of parts rendered inoperative by misuse or damage; nor parts lost or stolen or damaged by accident or negligence or by lightning or acts of God. Further, maintenance does not include labor and material cost of additions to, rearrangements, relocation, or removal of equipment.

The Customer understands and agrees that the equipment is very sophisticated and complex, and that DataVox has advised that only qualified personnel be permitted to perform service, maintenance or other work on the equipment. Accordingly, the Customer understand and agrees that if non qualified persons perform service, maintenance, repair or any other work on the equipment, THIS MAINTENANCE AGREEMENT AND THE WARRANTY PROVIDED HEREUNDER WILL IMMEDIATELY TERMINATE AND BE OF NO FURTHER EFFECT. Thereafter, if DataVox is requested to perform any service, maintenance, repair or any other work on the equipment, INCLUDING EMERGENCY SERVICES, such services will be furnished at DataVox's then applicable rates for time and material and shall be subject to regular scheduling. Further, if the Customer requests service outside the scope of the Agreement, such repair or services will be furnished at DataVox's then applicable rates for time and material and subject to regular scheduling. In addition, any equipment added to the phone system which is connected to the system must be installed by qualified persons. If the work is performed by persons other than DataVox, the Customer agrees to inform DataVox of work performed.

In the performance of all of these various services, DataVox shall have, and the Customer hereby grants, full and unrestricted access to the premises on which the equipment is located.

### **2. PARTS REPLACEMENT**

All Replacement Parts will be shipped from AVAYA for delivery Next Business Day (NBD) from 8:00 AM -5:00 PM, Monday through Friday. DataVox will replace parts required during an emergency on a "best effort" basis by replacing the parts out of existing inventory. If DataVox does not have the replacement part in stock and if the Customer requests the part to be replaced more rapidly than the contracted NBD replacement from AVAYA, then the Customer agrees to pay Avaya's Current expedite charge to have emergency parts delivered after hours. Currently the expedite charge is based on an hourly rate of \$600.00/hr with a 4 hr minimum.

### **3. EXPERT SYSTEMS (SM)**

EXPERT Systems (SM) will monitor and work all alarms received 24 x 7. In those cases where EXPERT Systems (SM) is unable to resolve an alarm condition, Avaya's automated tools will notify DataVox who will in turn notify the Customer and discuss appropriate action.

### **4. PAYMENT**

The Customer agrees to pay DataVox the annual charges set forth on the reverse side of the Agreement, and any charges incurred by reason of Paragraph 1 above. Charges are due within thirty (30) days of Customer's receipt of invoice.

If any equipment is added to the system subsequent to the date of the installation of the equipment described above, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added. However, such additional maintenance charge for added equipment will not take effect until the expiration of the warranty period applicable to that equipment.

### **5. TERM, OPTION TO RENEW**

The effective commencement date of this Agreement shall be the first day following the expiration of the warranty covering the equipment or date maintenance contract is signed. Any renewal shall not be automatic and shall be subject to express written agreement of the parties. Each party reserves the right to cancel and terminate the renewal of this Agreement after the first six (6) months by giving sixty (60) days notice thereof to the other with no penalties, fees or obligations.

### **6. MISCELLANEOUS**

In the performance of this Agreement, DataVox shall be liable only for the expense of providing normal repair and maintenance service, but not otherwise for consequential damages, personal injury, or commercial loss. Further, DataVox shall have no liability for any cost, expense, injury, damage or loss, direct or indirect, if the performance of such services is prevented by any event of "force majeure" including, but not limited to, declared government emergencies, civil disturbance, strikes, or other causes beyond the control of DataVox. It is expressly understood and agreed that the term "force majeure" shall include the unavailability or delayed availability of parts, components or services from a manufacturer or other third party unless such unavailability is the sole fault of DataVox. This Agreement may not be amended except by written instrument by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designers, and assigns. THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY DATAVOX, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IS EXCLUDED.

## **Addendum B to the County of Fort Bend**

This **Addendum B** entered into by and between **Fort Bend County** and **DataVox, Inc.** (DataVox) outlines the provisions by which each party agrees to accept once the Addendum has been executed by both parties.

### **Avaya Maintenance Termination**

Based on an email provided from Karen Oswald, an Avaya Representative, all Avaya Maintenance Contracts associated to Fort Bend County have been terminated as of Dec. 5<sup>th</sup> 2005. This Maintenance Agreement covers the sites listed below that are currently not being covered by any type of Avaya Maintenance and Fort Bend County been released from any financial obligations to Avaya Maintenance Services.

Sites to have their switches fully covered under a DataVox PSS Maintenance Agreement and DataVox's Terms and Conditions:

- Precinct 2 – 2920172
- George Library – 2920109
- Engineering – 4491818
- Emergency Management – 2920113
- Courthouse – 2920093
- Rosenberg Annex Building – 3643876
- Agriculture – 3643876
- Road & Bridge – 2920150
- Precinct 4 – 5010917
- Juvenile – 5007857
- Justice of Peace – 5012604
- Cinco Ranch Library – 5006489
- First Colony Library – 5015198
- Precinct 1 – 5081077
- Emily Court - 5085977

### **Intuity Voicemails**

The 3 Intuity voicemails that Fort Bend County currently utilizes (Emergency Management-2920113, Annex Building-3643876, Road & Bridge-2920150) will not be covered by DataVox. DataVox will be responsible for maintaining the voicemails but is not responsible for any hardware replacement if need be over the course of 1-year. DataVox will assist in the replacement of any hardware on a time and material basis but any normal service calls that do not involve hardware replacement will be covered under this agreement. **Please note:** If Avaya's Technical Assistance Center (TAC) support team is needed to help perform a service call on one of these voicemails then Fort Bend County will be responsible for paying for all billing and invoices sent from Avaya.

**RECORDED ON** 1-25-08  
**IN THE COMMISSIONER COURT**  
**MINUTES OF** 1-15-08

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND §

## AGREEMENT FOR DESIGN/BUILD SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter "County," and Bass Construction Company, Inc., hereinafter referred to as "DESIGN-BUILDER," authorized to conduct business in the State of Texas.

### WITNESSETH:

WHEREAS, County intends to have designed and constructed the Fort Bend County Tax Assessor Building, located in Richmond, Fort Bend County, Texas, hereinafter called the "Work;"

WHEREAS, the building is intended to be a reproduction (with minimal changes) of the Precinct One Facility currently under construction in Richmond, Fort Bend County, Texas;

WHEREAS, the County desires that DESIGN-BUILDER perform design and build services in connection with the Work; and

WHEREAS, DESIGN-BUILDER represents that it is qualified and desires to perform such services.

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

### SECTION I SCOPE OF AGREEMENT

DESIGN-BUILDER agrees to perform professional design and build services in connection with the Work as stated herein and more particularly described in Exhibit "A," DESIGN-BUILDER'S Proposal dated December 20, 2007, attached hereto and incorporated herein, and for having rendered such services, the County agrees to pay to DESIGN-BUILDER compensation as stated herein. In addition, the General Terms attached hereto as Exhibit "B" are incorporated herein by reference as if set forth verbatim.

### SECTION II CHARACTER AND EXTENT OF SERVICES

2.01 Upon receipt of the County's Purchase Order and this Agreement, DESIGN-BUILDER shall render the following "Basic Services" in connection with the Work:

- A. Develop the plans and specification for the Work that shall be dated and initialed by Design-Builder and, after approval, the County ("Plans").

- B. Build the Work according to the Plans only after receipt of notice to proceed is given by the County.
- C. In performing these services, DESIGN-BUILDER will protect the County against defects and deficiencies in the Work.
- D. DESIGN-BUILDER accepts responsibility for the means, methods and workers' safety related to the Work.
- E. DESIGN-BUILDER will Consult with and advise the County during construction.
- F. DESIGN-BUILDER will prepare, sign and issue routine changes in contract for County's approval.
- G. DESIGN-BUILDER will review shop, laboratory and mill tests of material and equipment and promptly advise County of any deficiencies noted.
- H. DESIGN-BUILDER will review submittals and shop drawings requested for compliance with design concepts and specifications and with information given in the contract documents.
- I. DESIGN-BUILDER will prepare meeting notes and distribute copies to all attendees at all meetings related to the Work.
- J. DESIGN-BUILDER will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; receive and forward to the County for County's review and records, written warranties and related documents required by the contract documents and assembled by DESIGN-BUILDER and issue a final Certificate for Payment upon compliance with the requirements of the contract documents.

2.01 Upon completion of the Work, DESIGN-BUILDER shall provide an electronic set in AutoCad (.dxf.) format, reports and specifications concerning the Work after all of the construction changes have been made ("as built") based upon information concerning field changes maintained and provided by DESIGN-BUILDER.

### SECTION III ADDITIONAL SERVICES AND CHARGES

3.01 It is expressly understood and agreed that DESIGN-BUILDER shall not furnish any additional services without prior written authorization of the County Facilities Management & Planning Director.

3.02 The County shall have no obligation to pay for such additional services that have been rendered without the prior written authorization of the County Facilities Management & Planning Director.

### SECTION IV PERFORMANCE/PAYMENT BOND

4.01 Upon receipt of notification to proceed with the construction phase of the Work, DESIGN-BUILDER must provide County with a Performance Bond and Payment Bond, each in the amount of 100% of the total contract sum within ten (10) calendar days. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort

Bend County reserves the right to accept or reject any surety company proposed by DESIGN-BUILDER. In the event Fort Bend County rejects the proposed surety company, DESIGN-BUILDER will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County. Upon County's acceptance of Bonds, DESIGN-BUILDER will proceed with the performance of the Work called for in the Construction Phase of this Agreement and shall complete such Work within 240 calendar days after such approval by the County.

4.02 The foregoing time limits may for good cause be extended by the County Facilities Management & Planning Director as the Work proceeds. Any such extension must be approved in writing by County.

## SECTION V COMPENSATION

5.01 For and in consideration of the services rendered by DESIGN-BUILDER, and subject to the limit of appropriation, the County shall pay to DESIGN-BUILDER an amount not to exceed \$135,411.00. The fee shall be allocated as follows:

|    |                       |              |
|----|-----------------------|--------------|
| A. | Consultant's Fee:     | \$124,511.00 |
| B. | Design-Builder's Fee: | \$10,900.00  |
| C. | Total Design Fee:     | \$135,411.00 |

5.02 DESIGN-BUILDER shall complete the design services called for in this Agreement within 90 calendar days from the date of this Agreement.

5.03 Payments for services rendered for the Work shall be paid monthly in proportion to the percentage of the completion of the Work as evidenced by DESIGN-BUILDER's monthly estimates for payments, less the retainage specified in Exhibit B.

5.04 On or about the last day of each calendar month during the performance of the Work to be provided under this Agreement, DESIGN-BUILDER shall submit a sworn statement to the County Facilities Management & Planning Director, in a form acceptable to the Fort Bend County Auditor, setting forth the percentage of the Work provided and which was completed during such calendar month and the compensation which is due plus the amounts payable for any approved additional services which have not been previously billed or paid.

5.05 In the event the statement includes charges based upon direct labor cost of services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which DESIGN-BUILDER seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of DESIGN-BUILDER certifying that the Work was performed, it was authorized in writing by the County Facilities Management & Planning Director and that all information contained in the invoice being true and correct.

5.06 Furthermore, DESIGN-BUILDER agrees to maintain, for a period of seven years, detailed records that identify each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and provide such other details as may be requested by the County Auditor for verification purposes.

5.07 The County Facilities Management & Planning Director shall review the statements within ten (10) days of receipt and approve them in writing with such modifications, if any, as deemed appropriate. The County shall pay each statement within thirty (30) days after the County Facilities Management & Planning Director's written approval, provided however, that the approval or payment of any statement shall not be considered evidence of performance by DESIGN-BUILDER to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

5.08 Should the County not authorize the DESIGN-BUILDER to proceed with construction of the Work, the Design Fee detailed in Section 5.01 is the maximum amount the County is liable to DESIGN-BUILDER and all design services, including but not limited to schematic design, detailed design and construction documents, cost estimating services, scheduling services, value engineering, and constructability review shall be the sole property of the County and shall be suitable for reuse by the County for the Work with no further liability to DESIGN-BUILDER.

## SECTION VI TERMINATION

6.01 The County may terminate this Agreement at any time by thirty (30) days written notice to DESIGN-BUILDER. Upon receipt of such notice, DESIGN-BUILDER 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.

6.02 Within thirty (30) days after receipt of notice of termination, DESIGN-BUILDER shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

6.03 The County shall then pay DESIGN-BUILDER 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.

6.04 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

## SECTION VII NOTICE

7.01 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 the County or DESIGN-BUILDER at the addresses set forth below.



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

- A. If to Design/Builder: Bass Construction Company, Inc.  
1124 Damon Street  
Rosenberg, Texas 77471  
Attn: Bob W. Bass, President
- B. If to County, notice must: Robert E. Hebert  
be sent to both County Fort Bend County Judge  
Judge and County Facilities 301 Jackson, Suite 719  
Management & Planning Director Richmond, Texas 77469
- Don Brady  
Facilities Management & Planning Director  
1402 Band Road, Suite 100  
Rosenberg, Texas 77471
- with copy to: Gilbert Jalomo  
Fort Bend County Purchasing Agent  
4520 Reading Road  
Rosenberg, Texas 77471

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

## SECTION VIII LIMIT OF APPROPRIATION

8.01 Prior to the execution of this Agreement, DESIGN-BUILDER was advised by County, and DESIGN-BUILDER clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum[FBC1][FBC2] sum of \$135,411.00 specifically allocated to fully discharge any and all liabilities associated with the design services which may be incurred by County under this Agreement.

8.02 DESIGN-BUILDER does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that DESIGN-BUILDER may become entitled to hereunder for design services and the total maximum sum that County shall become liable to pay DESIGN-BUILDER hereunder for design services shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$135,411.00, unless modified by further amendment.

SECTION IX.  
SUCCESSORS AND ASSIGNS

9.01 The County and DESIGN-BUILDER 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.

9.02 Neither the County nor DESIGN-BUILDER shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

9.03 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 X  
PUBLIC CONTACT

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

SECTION XI  
COMPLIANCE AND STANDARDS

DESIGN-BUILDER shall provide the Work hereunder in accordance with generally accepted standards for design and construction contractors practicing in Houston/Harris County and Fort Bend County, Texas, applicable thereto and shall use that customary degree of care and skill commensurate for buildings similar to the Work to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Work to be rendered hereunder. DESIGN-BUILDER shall provide the County with all MSDS sheets related to the Work and a certification that the material used in the Work is free of asbestos.

SECTION XII  
OWNERSHIP OF DOCUMENTS

12.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by DESIGN-BUILDER and its Consultants (deliverables).

12.02 No reuse fees or royalty payments will be paid to DESIGN-BUILDER in connection with future reuse or adaptation of designs derived under this contract.

12.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, 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.

12.04 DESIGN-BUILDER is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Work depicted in the deliverables for any without the prior express written permission of the County.

12.05 The documents referenced in this Section are not intended or presented by DESIGN-BUILDER to be suitable for reuse by the County or others on extensions of this Work or on other unrelated projects.

12.06 Any adaptation or use by the County of such documents on extension of this Work or other unrelated projects shall be at the County's sole risk.

### SECTION XIII INDEMNIFICATION

13.01 DESIGN-BUILDER AGREES TO INDEMNIFY, DEFEND AND HOLD THE 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 ACTS AND OMISSIONS OF DESIGN-BUILDER PURSUANT TO THIS AGREEMENT.

13.02 DESIGN-BUILDER shall timely report all such matters to the 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 the County with a written report on each such matter covered by this paragraph and by Section 13.03 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 the County required by DESIGN-BUILDER in the defense of each matter.

13.03 The County shall timely forward to DESIGN-BUILDER 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, the County shall fully cooperate with DESIGN-BUILDER in its defense of each such matter.

13.04 DESIGN-BUILDER'S DUTY TO DEFEND INDEMNIFY AND HOLD THE 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 THE 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.

13.05 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 DESIGN-BUILDER, DESIGN-BUILDER shall

never-the-less 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 DESIGN-BUILDER are not at issue in the matter. In such event, the County shall promptly reimburse DESIGN-BUILDER for its costs of defense.

13.06 In the event that any such matter being so defended by DESIGN-BUILDER also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.

13.07 DESIGN-BUILDER shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.

13.08 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.

13.09 DESIGN-BUILDER's indemnification shall cover, and DESIGN-BUILDER agrees to indemnify the County, in the manner provided for and to the extend described above, in the event the County is found to have been negligent for having selected DESIGN-BUILDER to perform the work described in this Agreement.

13.10 The provision by DESIGN-BUILDER of insurance shall not limit the liability of DESIGN-BUILDER under this Agreement.

13.11 DESIGN-BUILDER shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.

13.12 Loss Deduction Clause: The 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 DESIGN-BUILDER and/or Trade Contractor providing such insurance.

#### SECTION XIV FORT BEND COUNTY INSURANCE REQUIREMENTS

14.01 DESIGN-BUILDER will provide a certificate of insurance indicating coverage in the amounts stated below.

14.02 DESIGN-BUILDER shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County, naming the County, the DESIGN-BUILDER and its employees as insured:

- a. Workers Compensation
- b. Employer's Liability: \$500,000
- c. General liability including:
  - (1). Premises/Operations
  - (2). Products/Completed Operation
  - (3). Contractual
  - (4). Owner's Protective
  - (5). Personal Injury/Advertising Liability
  - (6). Mobile Equipment

General liability limits shall be equal to or greater than:

- (1). \$100,000 Bodily Injury per person. 300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- (2). \$500,000 Bodily Injury and Property Damage combined, single limit.

Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Agreement shall be \$1,000,000. Claims - made policies shall not be acceptable. All policies shall be occurrence basis.

- d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

- (1). \$100,000 Bodily Injury per person. \$300,000 Bodily Injury per occurrence. \$100,000 Property Damage per occurrence; or,
- (2). \$500,000 Bodily Injury and Property Damage combined, single limit.

- e. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

14.03 DESIGN-BUILDER shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.

14.04 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.

14.05 Approval of the insurance by the County shall not relieve or decrease the liability of the DESIGN-BUILDER.

14.06 Workers' Compensation Insurance Coverage:

A. Definitions:

1. Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Work, for the duration of the Work.

2. Duration of the Work - includes the time from the beginning of services on the Work until the services on the Work has been completed and accepted by the County.

3. Persons providing services on the Work ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services DESIGN-BUILDER has undertaken to perform on the Work, regardless of whether that person contracted directly with DESIGN-BUILDER and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Work. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

14.07 DESIGN-BUILDER shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of DESIGN-BUILDER providing services on the Work, for the duration of the Work.

14.08 DESIGN-BUILDER must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

14.09 If the coverage period shown on DESIGN-BUILDER' current certificate of coverage ends during the duration of the Work, DESIGN-BUILDER must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

14.10 DESIGN-BUILDER shall obtain from each person providing services on the Work, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the Work, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the Work; and

(B) no later than seven days after receipt by DESIGN-BUILDER, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Work.

14.11 DESIGN-BUILDER shall retain all required certificates of coverage for the duration of the Work and for one year thereafter.

14.12 DESIGN-BUILDER shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after DESIGN-BUILDER knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Work.

14.13 DESIGN-BUILDER shall post on each Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Work that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

14.14 DESIGN-BUILDER shall contractually require each person with whom it contracts to provide services on the Work to:

- (A) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Work, for the duration of the Work;

- (B) provide DESIGN-BUILDER, prior to that person beginning work on the Work, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Work, for the duration of the Work;

- (C) provide DESIGN-BUILDER, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Work;

- (D) obtain from each other person with whom it contracts, and provide to DESIGN-BUILDER:

- (i) a certificate of coverage, prior to the other person beginning work on the Work; and

- (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Work;

- (E) retain all required certificates of coverage on file for the duration of the Work and for one year thereafter;

- (F) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the Work; and

(G) contractually require each person with whom it contracts, to perform as required by paragraphs (A) - (G), with the certificates of coverage to be provided to the person for whom they are providing services.

14.15 By signing this contract or providing or causing to be provided a certificate of coverage, DESIGN-BUILDER is representing to the County that all employees of DESIGN-BUILDER who will provide services on the Work will be covered by workers' compensation coverage for the duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject DESIGN-BUILDER to administrative penalties, criminal penalties, civil penalties, or other civil actions.

14.16 DESIGN-BUILDER'S failure to comply with any of these provisions is a breach of contract by DESIGN-BUILDER which entitles the governmental entity to declare the contract void if DESIGN-BUILDER does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

#### SECTION XV 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 XVI AUTHORITY OF COUNTY FACILITIES MANAGEMENT & PLANNING DIRECTOR

16.01 The County Facilities Management & Planning Director, at his sole discretion, shall decide and determine any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement by DESIGN-BUILDER. His decision shall be final.

16.02 It is mutually agreed by both parties that the County Facilities Management & Planning Director shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Facilities Management & Planning Director in such shall be final and binding alike on both parties hereto.

16.03 Nothing contained in this Article shall be construed to authorize the County Facilities Management & Planning Director to alter, vary or amend any of the terms or provisions of this Agreement.

#### SECTION XVII MISCELLANEOUS



17.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof.

17.02 All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

17.03 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.

17.04 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

17.05 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

17.06 DESIGN-BUILDER 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. DESIGN-BUILDER and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

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

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SECTION XVIII  
EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Fort Bend County, Texas.

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

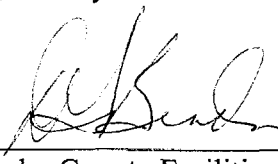
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

1-15-08  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk

APPROVED:

  
By: \_\_\_\_\_  
Don Brady, County Facilities  
Management & Planning Director

Date: 1-11-08

BASS CONSTRUCTION COMPANY, INC. "DESIGN-BUILDER"

  
\_\_\_\_\_  
Bob W. Bass, President

Date: 1-11-08

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$135,411.00 to pay the obligation of Fort Bend County under this Agreement.

  
\_\_\_\_\_  
Ed Sturdivant, County Auditor

Exhibit A: Design-Builder's Proposal dated December 20, 2007  
Exhibit B: County General Terms



AS PER ORIGINAL

12/20/07

Fort Bend County  
1402 Band Road, Suite 100  
Rosenberg, TX 77471

Attn: Mr. Don Brady- Director of Facilities and Planning

Please see our proposal for the Design portion for "The Tax Assessor Building". The goal of this project is to reproduce (with minimal changes) the Precinct One Facility that's currently under construction at 1517 Ransom Rd. Richmond, Texas 77469 and enter into a Design-Build contract with a Guaranteed Maximum construction cost.

Bass Construction proposal for the Design portion is as follows:

Provide Architectural, M.E.P., Civil, and Structural drawings as will be described in the Facility Program to be provided by Crain Zamora.

Consultant's fee: \$124,511.00

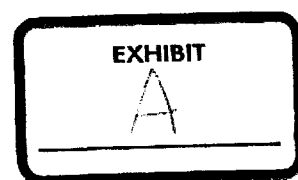
Bass Construction fee: \$ 10,900.00

Total Design fee: \$135,411.00

Guaranteed Maximum construction cost to be developed at the conclusion of the design phase.

Sincerely,

Tim D. Willert  
Project Manager  
Bass Construction Co.Inc.



1124 Damon St. Rosenberg, TX 77471 • WWW.BASSCONSTRUCTION.COM • 281.371.3011 • 281.371.3011

## **EXHIBIT B**

### **GENERAL TERMS FOR CONTRACTS**

#### **WORK QUALITY STANDARDS**

##### **1.0 GUARANTEES**

- 1.1 Contractor guarantees Owner that the Work shall comply strictly with the provisions of this Contract and all specifications and drawings referred to in this Contract or thereafter furnished by Owner, and that the Work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Contractor. Contractor further guarantees Owner that all materials, equipment and supplies furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes. Without limitation of any other rights or remedies of Owner, if any defect in the Work in violation of the foregoing guarantees arises within the period set forth below, Contractor shall upon receipt of written notice of such defect promptly furnish, at no cost to Owner, design and engineering, labor, equipment and materials necessary to correct such defect and cause the Work to comply fully with the foregoing guarantees.
- 1.2 Contractor's guarantees set forth in Section 1.1 shall extend for twelve (12) months after the start of regular operation or use of the Work by Owner. Any period wherein the Work is not available for use due to defects in materials, workmanship or engineering furnished by Contractor shall extend the guarantee period by an equal period of time. **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- 1.3 Design and engineering, labor, equipment and materials furnished by Contractor pursuant to Section 1.1 to correct defects shall be guaranteed by Contractor in accordance with the guarantees set forth in Section 1.1 for a period of twelve (12) months from the date of completion of the correction, or for the remainder of the guarantee period set forth in Section 1.2 above, whichever is longer.
- 1.4 In the event Contractor shall have been notified of any defects in the Work in violation of Contractor's foregoing guarantees and shall fail to promptly and adequately correct such defects, Owner shall have the right to correct or to have such defects corrected for the account of Contractor, and Contractor shall promptly pay Owner the costs incurred in correcting such defects.

##### **2.0 INSPECTION, TESTING AND QUALITY CONTROL**

- 2.1 Contractor shall inspect all materials, supplies and equipment which are to be incorporated in the Work. In addition, Contractor shall conduct a continuous program of construction quality control for all Work. Contractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Owner for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all construction quality control activities contemplated, including provision for adequate documentation of Contractor's performance of such quality control and inspection.

- 2.2 Contractor shall, during the course of performance of the Work hereunder, without additional compensation, make or cause to be made all tests required by this Contract. Owner may require additional inspections and tests. Contractor shall furnish Owner with satisfactory documentation of the results of all inspections and tests. Owner shall be given not less than five (5) working days notice of any tests to be made by Contractor or Contractor's suppliers in order that Owner and/or Owner may witness any such tests.
- 2.3 Owner and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the Work and all material, supplies and equipment for the Work at the jobsite and at Contractor's and its supplier's or subcontractor's shops for conformance with the Contract. Contractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to Contractor for such Work, materials or equipment shall prejudice the rights of Owner.
- 2.4 If Contractor covers any portion of the Work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Owner, the cost of uncovering and covering the Work to allow for such inspection or test shall be borne by the Contractor. Owner may order reexamination of any Work. In the event of such reexamination, if any material, equipment or any part of the Work is determined by Owner to be defective, Contractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such Work is found to be in accordance with the Contract requirements upon such reexamination, Owner shall pay Contractor the cost of uncovering and restoration.
- 2.5 Rejection by Owner of any or all parts of defective Work for failure to conform to this Contract shall be final and binding. Such rejected Work shall be promptly corrected or replaced by Contractor at Contractor's expense. If Contractor fails to commence and diligently continue correction or replacement of such rejected Work immediately after receipt of written notice from Owner to correct or replace the rejected Work, Owner may at their option remove and replace the rejected Work, and Contractor shall promptly reimburse Owner for the costs of such removal and replacement of defective Work.
- 2.6 Manufacturer's Field Services
- A. When specified in respective Specification sections, Contractor shall require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, testing, and to make appropriate recommendations.
  - B. Manufacturer's representative shall submit written report to the Owner listing observations and recommendations

### 3.0 CONDITIONS AND RISKS OF WORK

Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all conditions apparent under normal circumstances, relevant to the Work, and its surroundings. Information on the site of the Work and local conditions at such site furnished by Owner in specifications, drawings or otherwise is not guaranteed by Owner and is furnished only for the convenience of Contractor.

### 4.0 APPROVED FOR CONSTRUCTION DRAWINGS AND SPECIFICATIONS

- 4.1 The Work shall be performed using only drawings and specifications marked "Approved for Construction" or equivalent by Owner. Such approval shall not relieve Contractor of any obligations under this Contract, nor constitute Owner's assumption of responsibility for the accuracy of adequacy of any of Contractor's information or Work incorporated in such documents.
- 4.2 Contractor shall perform all Work outside of the areas marked "HOLD" on "Approved for Construction" specifications and drawings to maintain the schedule of Work, but shall not perform any Work in the areas or sections marked "HOLD" on "Approved for Construction" specifications and drawings until revised "Approved for Construction" specifications and drawings are received with the "HOLD" markings deleted.
- 4.3 If Contractor's schedule will be delayed by "HOLD" markings on specifications and drawings, Contractor shall report such delay to Owner in writing not less than five (5) working days prior to the start of the delay.
- 4.4 Contractor shall maintain at the work site a complete and current set of "Approved for Construction" drawings and specifications.

#### 5.0 INTENT OF SPECIFICATIONS AND DRAWINGS

- 5.1 The specifications and drawings may not be complete in every detail. Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not make use of any errors or omissions therein to the detriment of the Work. Should any conflict, error, omission, or discrepancy appear in the drawings, specifications, instructions, in work done by others, or in site conditions, Contractor shall notify Owner in writing at once, and Owner will issue written instructions to be followed. If Contractor proceeds with any of the Work in question prior to receiving such instructions, then required corrections shall be at Contractor's expense.
- 5.2 Contractor shall not deviate from the specifications and drawings without prior written approval from Owner. Anything shown in the specifications referred to in this Contract or thereafter furnished by Owner and not shown in the drawings referred to in this Contract or thereafter furnished by Owner, or shown in such drawings and not shown in such specifications, shall be of like effect as if shown or mentioned in both and shall not be considered to be a conflict.
- 5.3 Materials shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the specifications without Owner prior written approval.

#### 6.0 SAFETY

- 6.1 Contractor shall take necessary safety and other precautions to protect property and persons from damage, injury or illness arising out of the performance of the Work. Contractor shall comply strictly with local, municipal, provincial, state and national laws, orders, and regulations pertaining to health or safety which are applicable to Contractor or to the Work, including without limitation the Occupational Safety and Health Act of 1970 (84 U.S. Statutes 1590), as amended and any state plans approved thereunder, and regulations thereunder, to the extent applicable, and Contractor warrants the materials, equipment and facilities, whether temporary or permanent, furnished by Contractor in connection with the performance of the Work shall comply therewith. At all times while any of Contractor's employees, agents or subcontractors are on Owner's premises, Contractor shall be solely responsible for providing them with a safe place of employment, and Contractor shall inspect the places where its employees, agents or subcontractors are or may be present on Owner's premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them. Contractor shall indemnify and save harmless Owner, and their officers, employees and agents, from and

against any and all claims, loss or liability in any manner arising out of Contractor's failure to comply with this Article.

- 6.2 Accidents, injuries and illnesses requiring medical attention other than first aid, damage to property of Owner, Owner and Contractor, and fires shall be orally reported to Owner at the time of the incident. Written reports, satisfactory in form and content to Owner, shall be submitted by Contractor promptly after each incident.
- 6.3 Contractor shall maintain in form and content approved by Owner, jobsite accident, injury and illness statistics which shall be available for inspection by, and submitted to, Owner upon its written request.

## 7.0 CLEANUP

- 7.1 Contractor shall at all times keep its work area in a neat, clean and safe condition and remove from the Owner's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the Work, Contractor shall promptly return unused materials furnished by Owner and remove from Owner's premises all of Contractor's equipment, material, scaffolding and like items, leaving Owner's premises and the vicinity clean, safe and ready for use.
- 7.2 In the event Contractor shall fail to maintain its work area as described above and in a manner satisfactory to Owner, or to effect such cleanup or removal immediately after receipt of written notice to do so, Owner shall have the right without further notice to Contractor to perform such cleanup and remove such items on behalf of, at the risk of and at the expense of Contractor. Owner may store items removed at a place of its choosing on behalf of Contractor and at Contractor's risk and expense. Owner shall promptly notify Contractor of such place of storage.

## 8.0 SUBCONTRACTS AND PURCHASE ORDERS

- 8.1 Contractor shall not subcontract performance of all or any portion of the Work under this Contract without first notifying Owner of the intended subcontracting and obtaining Owner Notice of Non-Objection in writing of the subcontracting and the subcontractor. If requested by Owner, Contractor shall furnish Owner a copy of the proposed subcontract (with price deleted if the subcontracted work is part of fixed price Work of Contractor under this Contract) for Owner review of the terms and conditions thereof and shall not execute such subcontract until Owner has given notice of Non-Objection to such terms. Failure of Contractor to comply with this Section may be deemed by Owner to be a material breach of this Contract.
- 8.2 Contractor guarantees that its subcontractors will comply fully with the terms of this Contract applicable to the portion of the Work performed by them. If any portion of the Work which has been subcontracted by Contractor is not prosecuted in accordance with this Contract, on request of Owner the subcontractor shall be replaced at no additional cost to Owner and shall not be employed again on the Work.
- 8.3 Owner shall have the right from time to time to contact Contractor's subcontractors to discuss their progress.
- 8.4 As used in this Article, the term "subcontract" shall include purchase orders of the general types designated from time to time by Owner in advance for materials or equipment for the Work, and the term "subcontractor" shall include vendors of such material or equipment.

## 9.0 TERMINATION FOR DEFAULT

- 9.1 In the event that Contractor shall default in the performance of any express obligation to be performed by Contractor under this Contract and shall fail to begin correction of such default within five (5) working days following written notice thereof from Owner, or if the Contractor does not exercise due diligence to complete the correction in an expeditious manner, Owner may, without prejudice to any other rights or remedies Owner may have, hold in abeyance further payments to Contractor and/or terminate Contractor's right to continue performance of this Contract by written notice to Contractor specifying the date of termination. In the event of such termination, Owner may take possession of the Work at the jobsite and any or all materials and plant equipment (whether delivered to the jobsite or on order therefor by Contractor), tools and construction equipment that has been paid for by owner at jobsite and finish the Work by whatever method Owner may deem expedient.
- 9.2 In the event of termination by Owner under Section 9.1, Contractor shall, upon request by Owner, promptly advise it of all outstanding subcontracts, rental agreements and purchase orders which Contractor has with others pertaining to performance of the Work and furnish Owner with complete copies thereof. Upon request by Owner, Contractor shall assign to Owner, in form and content satisfactory to Owner, Contractor's title to materials and plant equipment that has been paid for by Owner for the Work and those subcontracts.
- 9.3 In the event of termination by Owner under Section 9.1, Contractor shall not be entitled to receive any further payment until the Work is completed. Upon completion and final acceptance of the Work, Owner will determine the total cost incurred in completing the Work including, without limitation, additional overhead, legal and other costs incurred by Owner to effect such termination and to complete the Work, plus a markup for profit in the amount of 10 percent of the total cost of the Work performed by Owner force. If the total costs noted above exceed the balance of the Contract price unpaid at the time of the termination, Contractor shall, promptly after a receipt of an invoice, pay to Owner the amount of such excess. Owner shall have the right and are authorized to setoff against and deduct from any excess payable to Contractor any other damages suffered by Owner due to said default or event giving rise to the termination or due to other defaults of Contractor in complying with the terms of this Contract. Contractor shall continue to be fully liable for all such other damages to Owner. A waiver by Owner of one default by Contractor shall not be considered to be a waiver of any subsequent default by Contractor, nor be deemed to amend or modify the terms of this Contract. Contractor expressly waives any formal notice by Owner of Contractor's failure to perform, or passive breach of, Contractor's express obligations under this Contract.
- 9.4 Upon commencement of a case by or against Contractor under applicable bankruptcy law, or any general assignment by Contractor for the benefit of its creditors, or the appointment of a receiver to take charge of Contractor's assets, and provided the same renders Contractor unable to perform its obligations, Owner may treat Contractor as in default under Section 9.1 and may exercise any of the remedies of this Article.
- 9.5 In the event Contractor is unable to fully perform its obligations due to labor disputes, labor or material shortages, fire, forces of nature, or other circumstances which by the exercise of reasonable diligence Contractor is unable to prevent or provide against, Contractor shall be relieved of its obligation only to the extent it is unable to perform, provided that Contractor shall give written notice to the Owner within three (3) days after the occurrence of such event. The notice shall include an estimate of the impact on the required performance hereunder. If the Contractor is unable to cure this Force Majeure within thirty (30) days then Owner shall have the right, but not the obligation, to terminate this Contract.

## 10.0 STOP WORK ORDERS



Upon failure of Contractor or its subcontractor(s) to comply with any of the requirements of this Contract, Owner shall have the authority to stop any operations of Contractor or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 9.0. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by Contractor.

## **TIMING OF WORK**

### **11.0 SCHEDULING, REPORTING AND COORDINATION**

- 11.1 Contractor agrees to adhere to the schedule approved by Owner and attend and participate in scheduled progress and coordination meetings called by Owner.
- 11.2 Contractor recognizes that Owner, Owner, other contractors and subcontractors may be working concurrently at the jobsite. Contractor agrees to cooperate with Owner, Owner and other contractors so that the project as a whole will progress with a minimum of delays. Owner reserves the right to direct Contractor to schedule the order of performance of its Work in such manner as not to interfere with the performance of others.

### **12.0 OVERTIME**

Unless expressly stated elsewhere in this Contract, Work at the jobsite shall be compatible with Owner starting and quitting times, or other times approved by Owner.

Scheduled overtime work by Contractor must be approved in advance and in writing by Owner. Overtime work, whether scheduled or incidental, shall be to Contractor's account unless the compensation therefore is specifically authorized in writing by Owner. In the event Owner approves compensation of Contractor's overtime in advance, such compensations separately authorized shall be limited to the actual cost to Contractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Contractor shall submit supporting documents satisfactory in form and content to Owner for its verification and approval.

### **13.0 DELAYS**

In the event Contractor, Owner or Owner is delayed in performing any of their respective obligations in this Subcontract and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, accidents, acts of civil or military authority, fires, floods, or earthquakes, beyond the reasonable control of the party delayed, such delay shall be excused and the period of such delay shall be added to the time for performance of the obligation delayed, unless the date, schedule or time period for performance of the obligations expressly stated in the Contract to be guaranteed. In the event any such delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or expected delay and the cause and estimated duration of such delay. In the event of a delay due to the foregoing causes or events, whether such delay is excused or not, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay. Contractor shall, within five (5) working days of the commencement of any such delay, give to Owner written notice thereof and of the anticipated results thereof. Within two (2) working days of the termination of any such delay, Contractor shall file a written notice with Owner specifying the actual duration of the delay. If Owner determines that the delay was beyond the control and without the fault or negligence of Contractor and not foreseeable by Contractor at the effective date of this Contract,

Owner shall determine the duration of the delay and shall extend the time of performance of this Contract thereby.

14.0 POSSESSION PRIOR TO COMPLETION

Owner and/or Owner shall have the right to move into Contractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Contractor's Work as Owner deem necessary for their operations. In the event Owner desire to exercise the foregoing right, Owner will so notify Contractor in writing. Such possession or use shall not constitute acceptance of Contractor's Work.

15.0 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

- 15.1 When Contractor deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified in this Contract, Contractor shall, within ten (10) working days thereafter, give a written Notice of Completion and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Owner may inspect the Work and shall either reject the Notice of Acceptance of the Work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.
- 15.2 In the event Owner rejects the Notice of Completion and specifies defective or uncompleted portions of the Work, Contractor shall within five (5) working days, provide for Owner review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Owner a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Owner a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively there after until Owner has given Contractor written Notice of Acceptance for purposes of final payment and final acceptance.
- 15.3 Any failure by Owner to inspect or to reject the Work or to reject Contractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the Work for any purpose by Owner nor imply acceptance of, or agreement with, said Notice of Completion.

**WORK CHANGES**

16.0 CHANGES

- 16.1 The Scope of Work shall be subject to change by additions, deletions or revisions thereto by Owner. Contractor will be notified of such changes by receipt of additional and/or revised drawings, specifications, exhibits or written orders.
- 16.2 Contractor shall submit to Owner within ten (10) working days after receipt of notice of a change, a detailed takeoff with supporting calculations and pricing for the change together with any adjustments in the schedule required for the performance of Work as changed. The pricing shall be itemized as required by Owner and shall be in sufficient detail to permit an analysis of all labor, material and equipment and shall cover all work involved in the change, whether such work was deleted, added or modified. Amounts related to subcontracts shall be supported in similar detail. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished.

- 16.3 Contractor shall not perform changes in the Work in accordance with Sections 16.1 and 16.2 until Owner have approved in writing the pricing for the change and any adjustment in the schedule for performance of the Work, except as set forth in Section 16.4. Upon receiving such written approval from Owner, Contractor shall diligently perform the change in strict accordance with this Contract.
- 16.4 Notwithstanding Section 16.3 Owner may expressly authorize Contractor in writing to perform the change prior to such approval by Owner. Contractor shall not suspend performance of this Contract during the review and negotiation of any change.
- 16.5 Contractor shall not comply with oral changes in the Work. If Contractor believes that any oral notice or instruction received from Owner will involve a change in the cost, time to perform or integrity of the work, it shall require that the notice or instruction be given in writing and shall comply with the provisions of Sections 16.2, 16.3, and 16.4. Any costs incurred by Contractor to perform oral changes shall be for Contractor's account, and Contractor waives any and all rights to claim for such costs or additional time to perform the Work as a result of compliance by Contractor with such oral changes.

#### 17.0 TERMINATION AT OWNER'S OPTION

- 17.1 Owner shall have the right at any time, with or without cause, to terminate further performance of all or part of the Work by written or telegraphic notice to Contractor specifying the date of termination. On the date of such termination stated in said notice, Contractor shall discontinue performance of the Work and shall preserve and protect tools, construction equipment and facilities on jobsite, materials and plant equipment purchased for or committed to the Work (whether delivered to the jobsite or on order), Work in progress and completed Work (whether at jobsite or other locations) pending Owner's instructions and, if requested by it, shall turn over the same to Owner that has been paid for by Owner, including title to said materials and plant equipment, or dispose of same in accordance with Owner's instructions.
- 17.2 Upon receipt of said notice, Contractor shall advise Owner of its outstanding orders and subcontracts pertaining to performance of the terminated work and, upon request, furnish Owner with complete copies. Contractor shall place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not terminated; Contractor shall promptly make every reasonable effort to procure cancellation, upon terms satisfactory to Owner, of all orders and subcontracts to the extent they relate to the performance of Work terminated; or, as directed by Owner, shall assign to it or Owner in form satisfactory to Owner such of its subcontracts and orders as are designated by Owner, or shall take such other action relative to such subcontracts or orders as may be directed by Owner.
- 17.3 If Contractor has fully and completely performed all obligations under this Contract up to the date of termination, Contractor shall recover from Owner as complete and full settlement for such termination for Work to be performed under this Contract, the actual costs of all such Work satisfactorily executed to the date of termination, plus an allowance for reasonable overhead and profit on such costs (but not to exceed a pro rata portion of such Contract Price for such Work based on the percentage of Work properly completed to the date of termination), together with reasonable costs occasioned by such termination and not previously paid for, less such sums as Contractor has already received on account of the Work performed. In no event shall total payment to Contractor exceed the Contract Price.

- 17.4 All requests for compensation under any of the foregoing provisions of Section 17.3 shall be submitted to Owner in accordance with the provisions of Article 16.0, CHANGES. In no event shall Contractor be entitled to any prospective profits or any damages.
- 17.5 The provisions of this Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination.

## **MATERIALS AND EQUIPMENT**

### **18.0 PROTECTION OF MATERIALS, EQUIPMENT, AND WORK**

- 18.1 Contractor shall at all times in accordance with the best practices and at no additional cost to Owner, preserve and protect material and equipment used by Contractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.
- 18.2 Contractor shall at all times in accordance with the best practices and at no additional cost to Owner, protect from damage due to Contractor's operations, equipment and materials (whether stored or installed), paving, structures, and any and all other items on jobsite belonging to Owner, Owner or others.
- 18.3 Neither Owner nor Owner shall be responsible for any loss suffered by Contractor, or damage to the Work, or to materials, tools and equipment of Contractor or of any other contractor, and Contractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage unless caused by Owner.

### **19.0 CARE, CUSTODY, CONTROL, AND TITLE TO MATERIALS AND EQUIPMENT**

- 19.1 Good and clear title to all materials and equipment furnished by Contractor under this Contract for the Work shall, except as expressly provided otherwise, elsewhere in this Contract, pass to Owner upon incorporation into the permanent plant. Contractor shall ensure that vendors and suppliers from whom Contractor obtains materials and equipment do not retain, encumber or reserve title to such items.
- 19.2 Notwithstanding the provisions of Section 19.1, the care, custody and control of Contractor's Work incorporated into the permanent plant shall remain with Contractor until such Work has been accepted in writing by Owner and shall thereupon pass to Owner unless Owner notify Contractor in writing that such care, custody, and control is assumed by Owner at an earlier date. The taking of possession of such Work pursuant to Article 14.0, POSSESSION PRIOR TO COMPLETION, shall not constitute the assumption of care, custody and control of such Work until such time as such Work has either been accepted in writing by Owner, Owner or Contractor has been notified as set forth herein.

## **LABOR AND WORK RULES**

### **20.0 CONTRACTOR'S PERSONNEL**

- 20.1 Contractor shall provide an adequate number of qualified and competent supervisory staff, craftpersons and other personnel to perform the Work. At all times during the course of the Work, Contractor shall provide at the jobsite a qualified, competent and responsible supervisor

who shall be satisfactory to Owner. The supervisor shall have authority to represent Contractor and directions given to him shall be binding on Contractor. Upon Owner written request, Contractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Contractor is all matters pertaining to the Work and this Contract. Contractor shall furnish Owner a copy of the authorization. Contractor shall not transfer or remove any of its supervisory or key personnel from performance of Work without the prior written approval of Owner.

20.2 Any employee of Contractor deemed by Owner, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Owner request and shall be promptly replaced by Contractor at no extra expense to Owner.

20.3 If requested by Owner, Contractor shall furnish it with the names and addresses of Contractor's subcontractors, field employees of Contractor and its subcontractors, and others who have performed or are performing the Work hereunder.

#### 21.0 EMPLOYMENT CERTIFICATIONS AND PRACTICES

21.1 Contractor certifies that it has an affirmative action policy ensuring equal employment opportunity without regard to race, color, national origin, sex, religion or handicap, that it maintains no employee facilities segregated on the basis of race, color, religion or national origin and that it is not debarred or suspended from being awarded Federal or Federally assisted contracts.

21.2 If applicable to this Contract, the following laws, orders and regulations, as amended, are hereby incorporated by reference: Executive Order - 11246 (Equal Employment Opportunity); Vietnam Era Veterans Readjustment Act; Rehabilitation Act of 1973; Veterans Compensation, Education and Employment Act; 41 CFR 601.7 (EEO1 Reports); 41 CFR 601.40 (Affirmative Action Plans); 41 CFR 61650 (Veterans Employment Reports).

21.3 Upon request of Owner, Contractor will furnish it with a certificate satisfactory in form to Owner that goods furnished by Contractor in performance of this Contract were produced in full compliance with the requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

#### 22.0 WORK RULES

Contractor shall comply strictly with Owner's rules governing the conduct of Contractor and Contractor's employees, agents and subcontractors at and about the jobsite. Contractor agrees that it shall ensure that its supervisory personnel, employees, agents and subcontractors at the jobsite comply strictly with such rules. Owner reserve the right to, from time to time, revise any such rules, and Contractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

#### 23.0 USE OF PREMISES

23.1 The Contractor shall confine his apparatus the storage of materials, and the operations of his employees to limits indicated by law, ordinances, permits, and the direction of Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce Owner's instructions regarding fires and smoking.

23.2 The premises shall be maintained free from Contractor's signboards of every kind, except for one sign which must be approved by Owner. Contractor shall see that no unauthorized sign or other advertising is exposed on any part of the premises over which he has jurisdiction.

- 23.3 Storage of construction material and equipment required for this contract shall not block any entrances, driveways or railroad siding to or on the property and shall be in an area designated by Owner.
- 23.4 Contractor shall, prior to start of construction, consult with Owner in reference to operations and required plant shutdowns.
- 23.5 Contractor shall give Owner at least 48 hours notice of a required plant shutdown. No shutdown shall be made without permission of Owner.

#### 24.0 PROTECTION OF WORK AND PROPERTY

- 24.1 The Contractor shall continuously maintain adequate protection from damage for all work and shall protect Owner and the Owner's property from injury or damage arising in connection with this contract. Immediately, upon execution of the contract, the Contractor, as required by applicable law, ordinance, or regulation, shall send written notice to all owners of property in the vicinity of the proposed building operation, whose property may in any way be affected by the work of demolition, excavation or construction, notifying such property owners as to the extent of the proposed work, and the manner in which it may affect their property. Copies of such notices, with a detailed description of the nature of the adjoining premises, shall be simultaneously forwarded to Owner.
- 24.2 The Contractor shall take all necessary precautions to protect all adjacent property from any and all damage which may be caused to such property by reason of any of the work of demolition, excavation or construction about or upon the Owner's premises and shall, at his own cost and expense, repair and restore to its original conditions, any property of any adjacent property owner which has been damaged by reason of said demolition, excavation or construction work.
- 24.3 Contractor shall construct and maintain substantial fences and/or barricades around all potentially hazardous operations and situations during the time of construction, not only on public property, but also on the building site, and provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by Owner.

### **INDEMNIFICATION AND INSURANCE**

#### 25.0 INDEMNITY

Contractor agrees to release, indemnify, hold harmless and defend Owner, and Owner, the affiliated companies of each, and all of their directors, officers, employees, agents and representatives, from and against:

- 25.1 Any liability, loss and expense arising by reason of claims by any party, but not limited to government authorities including Contractor's subcontractors and the employees of Contractor, said subcontractors, Owner, Owner or others of any actual or asserted failure of Contractor to comply with this Contract or with any law, ordinance, regulation, rule, or order of any governmental or quasi-governmental body, having jurisdiction over this Contract (including but not limited to actual or asserted failure of Contractor to pay taxes).
- 25.2 Any claim, liability, loss or expense arising from actual or asserted infringement or improper appropriation or use by Owner, Owner or Contractor of trade secrets, proprietary information, know-how, copyright rights (both statutory and nonstatutory) or patented or unpatented

inventions, or for actual or alleged unauthorized limitations of the work of others, arising out of the use or sale of materials, equipment, methods, processes, designs, information, or other things (including construction methods, construction equipment, and temporary construction facilities) furnished by Contractor or its subcontractors, or suppliers in or for performance of the Work.

- 25.3 Any claim, demand, cause of action, loss, expense, or liability on account of injury to or death of persons (including the employees of Owner, Owner, Contractor and Contractor's subcontractors and suppliers) or damage to or loss of property (including the property of Owner) arising directly or indirectly out of this Contract, including those arising from the Work and/or the acts or omissions to act of Contractor or its subcontractors, suppliers, or agents or the employees of any thereof, in the performance of the Work, including without limitation such claims, loss, or liability arising under non-delegable duties of Owner or arising from the use or operation by Contractor of construction equipment, tools, scaffolding, or facilities furnished to Contractor by Owner to perform the Work; and
- 25.4 Any claim, demand, cause of action, loss, expense or liability on account of actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of the Work, including the acts or omissions to act of Contractor or its subcontractors or suppliers in the performance of the Work.
- 25.5 Contractor's indemnification obligations under this Article 25.0 shall apply when the Contractor is solely negligent. When both the Contractor and Owner are concurrently negligent, whether actively or passively, both parties will share liability based on contribution of negligence. But excepting where the injury of death of persons or damage to or loss of property was caused solely by the negligence or willful misconduct of or defects in design furnished by the party to be indemnified and shall include any expenses and attorney's fees incurred by Owner for legal action to enforce Contractor's indemnification obligations under this Article 25.0.
- 25.6 Contractor acknowledges specific payment of \$10.00 incorporated into the Contract Price as legal consideration of Contractor's indemnity under this Article 25.0 and all other indemnities, as may be provided in the Contract.

## 26.0 INSURANCE

- 26.1 Before any Work is performed under this Contract, Contractor shall, at its sole cost, obtain and maintain in force the following insurance coverages:
- 26.1.1 Worker's Compensation insurance, including occupational illness or disease coverage, or other similar social insurance in accordance with the laws of the nation, state, territory or province exercising jurisdiction over the employee and Employer's Liability insurance with a minimum limit of \$500,000 per occurrence.
- 26.1.2 Comprehensive General Liability insurance, including Contractual Liability, Products a Completed Operations Liability, and Broad Form Property Damage Liability coverages with a minimum combined single limit of \$2,000,000 per occurrence. Such insurance shall protect against losses arising out of explosion, collapse or underground hazards. The policy shall be endorsed to name Owner, its affiliates and Owner as additional insureds.
- 26.1.3 Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage liability. This policy shall be endorsed to name Owner, its affiliates and Owner as additional insureds.

- 26.1.4 Tools and Equipment insurance covering physical damage to or loss of all major tools and equipment, office furniture and equipment, and vehicles for which Contractor is responsible throughout the course of the Work.
- 26.2 The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Owner. Contractor's Comprehensive General Liability and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of interest clause. Contractor shall obtain from each of its insurers a waiver of subrogation in favor of Owner, its affiliates and Owner. Contractor shall cause its insurance underwriters to issue certificates of insurance satisfactory in form to Owner (ACCORD form or equivalent) evidencing that the coverages, coverage extensions, policy endorsements and waivers of subrogation required under this Contract are maintained in force and that not less than 30 days written notice will be given to Owner prior to any material modification or cancellation of the policies. At Owner's request, Contractor shall provide Owner and/or Owner certified copies of each policy, pursuant to the terms of this Contract, affording insurance to Contractor, Owner.
- 26.3 Builder's Risk insurance covering loss or damage to materials and equipment furnished by Owner or Owner that is to be incorporated into the completed facility shall be provided by Owner. Contractor shall be responsible for the payment of the applicable deductible (which will not exceed \$5,000 per occurrence) for each loss to such materials or equipment which are in the care, custody and control of Contractor.

## 27.0 BONDS

See Agreement for provisions.

# WORK CONDITIONS

## 28.0 CONTRACTUAL RELATIONSHIP

Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly equipped, organized and financed to perform such Work. Contractor represents that at the time of submission of its quotation for performance of the Work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the Work is to be performed. Upon written request by Owner, Contractor shall furnish to it such evidence as Owner may require relating to the Contractor's ability to fully perform this Contract. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and Owner. Contractor agrees that Contractor is an independent contractor and an employer subject to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve Owner of any responsibility or liability for treating Contractor's employees as employees of Owner for the purpose of their safety or of keeping records, making reports or paying any payroll taxes or contribution; and Contractor agrees to indemnify and hold Owner harmless and reimburse them for any expense or liability incurred under said statutes in connection with employees of Contractor, including a sum equal to any unemployment benefits paid to those who were Contractor's employees, where such benefit payments are charge to Owner under any merit plan or to Owner of Owner's reserve account pursuant to any statute. The Contractor further agrees, as regards the items set forth below and for Work under this Contract, that it will keep and have available all necessary records and make all payments, reports, collections, and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Contract, so as to fully relieve and protect Owner from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of



materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours of work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds, or similar assessments.

29.0 PERMITS AND LICENSES

Contractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Owner's responsibility elsewhere in the Contract), certificates and licenses required by governmental authorities having jurisdiction over the Work, Contractor or the location of the Work.

30.0 INDEPENDENT CONTRACTOR

Nothing in this Contract shall be deemed to represent that Contractor, or any of Contractor's employees or agents, are the agents, representatives or employees of Owner. Contractor shall be an independent contractor and shall have responsibility for and control over the details and means for performing the Work, provided that Contractor is in compliance with the terms of this Contract. Anything in this Contract which may appear to give Owner the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor, shall mean that Contractor shall follow the desires of Owner only as to the intended results of the Work.

31.0 CONFIDENTIAL INFORMATION

Drawings, specifications, and other information obtained by Contractor from Owner in connection with the Work shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of Work or as authorized in writing by Owner and/or Owner. All such documents furnished by Owner to Contractor shall remain their property, and upon completion of the Work Contractor shall, as requested by Owner and/or Owner, either destroy or return such documents including any copies thereof.

32.0 PUBLICITY

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

33.0 OWNERSHIP AND USE OF DRAWINGS

Drawings, technical documents and data prepared or developed by Contractor and furnished to Owner in performance of the Work shall be the property of Owner and may be used by Owner without restriction. The Owner shall have no right to own or further use any internal shop drawings prepared by Contractor.

34.0 ASSIGNMENTS

Contractor shall not assign this Contract wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of Owner. Any assignment of this Contract in violation of the foregoing shall be, at the option of Owner, void. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

35.0 LAWS AND REGULATIONS

- 35.1 Contractor shall comply strictly with local, municipal, state, federal and governmental laws, orders, codes and regulations applicable to Contractor's operations in the performance of the Work hereunder.
- 35.2 Contractor shall not, under any circumstances apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to this Contract or to the performance thereof, without Owner's prior written approval.
- 35.3 Contractor shall not, under any circumstances, cause or permit, in connection with the Work to be performed hereunder, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant or other substance in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by any governmental authorities having jurisdiction over the Work. Contractor shall comply with all legal regulatory requirements applicable to the Work performed under this Contract and shall be responsible for compliance with all hazardous waste, health and safety, notice, training, and environmental protection laws, rules, regulations and requirements, including, but not limited to, the Resource Conservation and Recovery Act. "Hazardous waste" includes all substances which are or may be identified as such in 40 C.F.R. Part 261 or other applicable laws or regulations. Contractor shall submit material safety data sheets, OSHA Form 20, as required. As an inducement to award of this Contract, Contractor warrants full compliance and that it will adhere to all applicable project hazardous waste procedures and if necessary, obtain or arrange for at its expense all identification numbers, permits, applications, and other things required in connection with the activities under this Contract. Contractor agrees that it will not store any hazardous wastes at the jobsite for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner or Owner, which shall be more restrictive. Contractor further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 C.F.R. Part 261 or other applicable law, as amended. Contractor agrees to take, at its expense all actions necessary to protect third parties, including without limitation, employees and agents of Owner and Owner from any exposure to, or hazards of hazardous and/or toxic wastes or substances generated or utilized in Contractor's operations. Contractor agrees to report to the appropriate governmental agencies all discharges, releases and spills of hazardous substances and/or toxic wastes required to be reported by law and to immediately notify Owner and Owner of same.
- 35.4 This Contract shall be subject to the law and jurisdiction of the State of Michigan, unless expressly designated otherwise within this Contract.

## **PAYMENT TERMS**

### **36.0 INVOICING AND PAYMENT**

- 36.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the Contract Price shall be payable by Owner in monthly progress payments, payable thirty (30) calendar days after receipt and approval by Owner of a proper invoice. Each progress payment shall be for ninety percent (90%) of the value of Work completed by Contractor, as determined by Contractor in accordance with the terms of this Contract and approved by Owner, as of the working day nearest the mutually agreed cutoff date.
- 36.2 Contractor shall submit separate invoices to Owner monthly within five (5) calendar days after the cutoff date as follows:

36.2.1 Progress invoices, for progress payments for Work (including additional Work authorized by Owner and added by a formal change to this Contract) completed by Contractor during each progress billing period. Cutoff date for Contractor's progress invoice shall be consistent from month to month as mutually agreed. Payment shall not be construed to be an acceptance of Work.

36.2.2 Additional Work invoices as separate invoices, to cover additional Work authorized by Owner and completed by Contractor, but not added to this Contract by a formal change at the time of invoicing. Such invoices are subject to ten percent (10%) retention.

36.2.3 The Final and/or Retention invoice shall be submitted for final payment after completion and acceptance of Work by Owner and compliance by Contractor with all terms of this Contract. This invoice shall contain complete itemized listing of Progress and Additional Work invoices by number, date, gross amount, retention amount, and the total amount of sums retained and due. It shall also contain, or be supported by a written acceptance of the Work signed by Owner and a certification and release in accordance with Article 40.0, FINAL PAYMENT CERTIFICATION AND RELEASE. Unless otherwise required by applicable law, final payment shall be made after completion and acceptance of all Work and in any event, shall not be sooner than 30 calendar days after receipt of a proper invoice and supporting documents satisfactory to Owner. Final payment shall not relieve Contractor of any obligation under Contract guarantees.

36.3 Contractor shall prepare all invoices in a form satisfactory to and approved by Owner. In the event an invoice is submitted, in accordance with Contract terms, for Work accomplished on a reimbursable or unit price/unit rate basis, it shall be accompanied by documentation supporting each element of measurement and/or cost. Any invoice submitted, which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to Contractor. Any costs associated with the resubmission of a proper invoice shall be to Contractor's account.

36.4 At Owner request, Contractor shall furnish evidence, satisfactory to Owner, that all labor and materials furnished and equipment used during the period covered by any Progress invoice or Additional Work invoice have been paid for in full and that the Work is not subject to liens or claims on account thereof. Owner may withhold approval of payment of invoices until Contractor furnishes such evidence.

36.5 Contractor shall furnish to Owner "partial waivers of lien" to cover payments on account during the progress of the Work.

### 37.0 TAXES, DUTIES, AND FEES

Contractor shall pay when due, and the compensation set forth in this Contract shall be inclusive of, all taxes, duties, fees and other assessments of whatever nature imposed by governmental authorities and applicable to the performance of the Work and this Contract.

### 38.0 DOCUMENTATION AND RIGHT OF AUDIT

38.1 Where Contractor's invoice includes compensation for Work performed at a unit price, Contractor shall submit its determination of units of Work performed, determined in accordance with the provisions of this Contract, and substantiated by documents satisfactory in form and content to Owner. Upon verification by Owner of said documents, Owner will advise Contractor in writing of either acceptance of Contractor's determination of units or of Owner determination of such units.

38.2 Where Contractor's invoice includes compensation for Work performed for a reimbursable Contract Price, all costs, expenses and other amounts so invoiced shall be substantiated and supported by equipment time slips, paid invoices, time sheets, receipts and other documents satisfactory to and verified by Owner.

38.3 Contractor shall maintain for a period of three (3) years after final payment under this Contract, all records and accounts pertaining to Work performed by Contractor under this Contract for a unit price, a reimbursable price, or otherwise authorized in writing by Owner for performance on a reimbursable basis. Owner and/or Owner shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such Work and for the above three (3) year period for the purpose of verifying units furnished and/or costs incurred, as applicable.

#### 39.0 LIENS

39.1 To the full extent permitted by applicable law, Contractor hereby waives and releases any and all rights of mechanic's lien and similar rights for payment for services, labor, equipment, or materials furnished by Contractor in performance of the Work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Contractor may have against Owner's premises, property belonging to Owner, or to either of them, or funds payable by Owner to Owner.

39.2 Contractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Contractor in the performance of the Work under this contract and shall at its expense keep Owner's premises and all property belonging to Owner, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Contractor or its employees, materialmen or subcontractors in the performance of the Work. If Contractor fails to release and discharge any such claim of lien against Owner's premises or the property of Owner, or of either of them, arising out of performance of the Work within five (5) working days after receipt of written notice from Owner to remove such claim of lien, Owner may, at their option, discharge or release the claim of lien or otherwise deal with the lien claimant, and Contractor shall pay Owner any and all costs and expenses of Owner in so doing, including reasonable attorneys' fees incurred by Owner.

#### 40.0 FINAL PAYMENT CERTIFICATION AND RELEASE

Owner shall not be obligated to make final payment to Contractor until Contractor has delivered to Owner a certificate and release satisfactory to Owner that Contractor has fully performed under this Contract and that all claims of Contractor for the Work are satisfied upon the making of such final payment, that no property of Owner or property used in connection with the Work is subject to any unsatisfied lien or claim as a result of the performance of the Work, that all rights of lien against Owner's property in connection with the Work are released (including without limitation, if Owner requests, releases of lien satisfactory in form to Owner executed by all persons who by reason of furnishing material, labor or other services to Contractor for the Work or potential lienors against Owner's property), and that Contractor has paid in full all outstanding obligations against the Work.

### **GENERAL**

#### 41.0 ARBITRATION OPTION

In the event that Owner is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Contract, Contractor agrees to join in such arbitration proceeding as Owner may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

#### 42.0 INTERPRETATION OF PLANS AND SPECIFICATIONS

In case of misunderstanding of disagreement arising between any of the interested parties as to the intent or meaning of the plans, drawings, or specifications covering the Work, or should a question arise as to whether or not the Work is being or has been performed in accordance with the plans, drawings, and specifications, the decision of Owner shall be final and binding.

#### 43.0 VALIDITY OF PROVISIONS

In the event any section, or any part or portion of any section of this Contract shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that section, or any other section hereof.

#### 44.0 WAIVER

Owner's failure to insist on performance of any term, condition, or instruction, or to exercise any right of privilege included in this Contract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

#### 45.0 NOTICES

Any and all notices to be provided herein or provided by law shall be sufficient and in full compliance with the contract if deposited in the United States Post Office, by registered mail, postage prepaid and delivered to the address as contained in the attached Agreement.

All notices to Contractor shall be sent to the address appearing on Design Build Agreement, attached to this document. Such addresses may be changed at any time by the giving of notice as above provided.

#### 46.0 PROJECT RECORD DOCUMENTS

Contractor will document as-built drawings, specifications, addenda, field work orders, change orders, written clarification and interpretations, shop drawings and samples, and operation and maintenance manuals. Project record documents will be transferred to Owner on request prior to final payment.

#### 47.0 PRODUCT SUBSTITUTIONS

##### 47.1 Summary

###### A. Section Includes:

1. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

##### 47.2 Definitions

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:

1. Revisions to Contract Documents requested by the Owner or Engineer.
2. Specified options of products and construction methods included in Contract Documents.
3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 47.3 Submittals

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Engineer.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
  2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
    - b. Samples, where applicable or requested.
    - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
    - d. Coordinate information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
    - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    - f. Cost information, including a proposal of the net change, if any, in the Contract Sum.
    - g. Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
  3. Owner's Action: Within one week of receipt of the request for substitution, the Owner will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Owner will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

#### 47.4 Products

##### Substitutions:

- A. Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Proposed changes are in keeping with the general intent of Contract Documents.
  2. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  3. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  4. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  5. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  6. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
  7. Substitution is certified by the Contractor as a Value Engineering item.
  8. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

#### 48.0 OPERATING AND MAINTENANCE DATA

##### 48.1 Summary

This section applies to all products and equipment supplied by the Contractor under this agreement and as specified in the corresponding specification section.

A. Section Includes:

1. Compilation of product data and related information.
2. Preparation of operating and maintenance data.
3. Instruction and demonstration.

##### 48.2 Quality Assurance

- A. Preparation of operating and maintenance data shall be done by personnel with the following qualifications:

1. Trained and experienced in maintenance and operation of the described products.
2. Completely familiar with requirements of this section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as a draftsman competent to prepare required drawings.

#### 48.3 Submittals

- A. Prepare data in the form of an instructional manual for use by the Owner's Engineering personnel. Three copies are required.
- B. Format:
  1. Size: 8-1/2" x 11".
  2. Paper: 20 lb. minimum, white, for typed pages.
  3. Text: Manufacturer's printed data or neatly typewritten.
  4. Drawings:
    - a. Provide reinforced punched binder tab.
    - b. Bind in with text.
    - c. Fold larger drawings to the size of the text pages.
  5. Provide fly-leaf for each separate product or for each piece of operating equipment.
  6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS" List.
    - a. Title of project and date of completion (month and year).
    - b. Identity of separate system as applicable.
    - c. Identity of general subject matter covered in the manual.
- C. Binders:
  1. Commercial quality, three-ring binders with durable and cleanable plastic covers shall be provided.
  2. When multiple binders are used, correlate the data into related consistent groupings.

#### 48.4 Content of Manual

- A. A neatly typewritten table of contents shall be provided for each volume, arranged in a systematic order with figures and tables listed. Include the following:
  1. Name of responsible installing principal Contractor, address, and telephone number.
  2. A list of each product required to be included, indexed to the content of the volume.



3. List with each product, the name, address, and telephone number of:
    - a. Maintenance contractor, subcontractor or supplier as appropriate.
    - b. Identify the area of responsibility of each.
    - c. Local source of supply for parts and replacement.
  4. Identify each product by product name and other identifying symbols.
- B. Product Data:
1. Include only those sheets that are pertinent to the specific product.
  2. Annotate each sheet to:
    - a. Clearly identify the specific product or part installed.
    - b. Clearly identify the data applicable to the installation.
    - c. Delete references to inapplicable information.
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
    - a. Relations of component parts of equipment and systems.
    - b. Control and flow diagrams.
  2. Coordinate drawings with information in project record drawings to ensure correct illustration of completed installation.
  3. Do not use project record drawings as maintenance drawings.
- D. Provide typewritten text, as required, to supplement product data for the particular installation:
1. Organize in a consistent format under separate headings for different procedures.
  2. Provide a logical sequence of instructions for each procedure.
- E. Provide a copy of each warranty, bond, and service contract issued. Provide information sheet for the project's personnel and give:
1. Proper procedures in the event of failure.
  2. Instances that might affect the validity of warranties or bonds.

#### 48.5 Manual for Equipment and Systems

- A. Submit three copies of complete manual in final form.
- B. Content for each unit of equipment and system, as appropriate shall contain:
1. Description of unit and component parts.
    - a. Function, normal operating characteristics, and limiting conditions.

- b. Performance curves, engineering data, and tests.
    - c. Complete nomenclature and Commercial number of all replaceable parts.
  - 2. Operating Procedures:
    - a. Start-up, break-in, routine, and normal operating instructions.
    - b. Regulation, control, stopping, shutdown, and emergency instructions.
    - c. Summer and winter operating instructions.
    - d. Special operating instructions.
  - 3. Maintenance Procedures:
    - a. Routine operations.
    - b. Guide to troubleshooting.
    - c. Disassembly, repair and reassemble.
    - d. Alignment, adjustment, and checking.
  - 4. Servicing and Lubrication Schedule, including a list of lubricants required.
  - 5. Manufacturer's printed operating and maintenance instructions.
  - 6. Description of sequence of operation by control manufacturer.
  - 7. Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
  - 8. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- C. Content for each electric and electronic system, as appropriate, shall contain:
- 1. Description of system and component parts:
    - a. Function, normal operating characteristics, and limiting conditions.
    - b. Performance curves, engineering data, and tests.
    - c. Complete nomenclature and Commercial number of all replaceable parts.
  - 2. Operating Procedures:
    - a. Routine and normal operating instructions.
    - b. Sequences required.
    - c. Special operating instructions.
  - 3. Maintenance Procedures:
    - a. Routine operations.
    - b. Guide to troubleshooting.
    - c. Disassembly, repair, and reassemble.
    - d. Adjustment and checking.
  - 4. Manufacturer's printed operating and maintenance instructions.

5. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

48.6 Submittal Schedule

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start to work. The Owner and Engineer will review draft and return one copy with comments.
- B. Submit one copy of complete O&M data in final form two weeks prior to start-up of any system, final inspection, or acceptance, whichever comes first.
- C. Submit specified number of copies of approved data in final form prior to acceptance.

48.7 Instruction of Owner's Personnel When Specified

- A. Prior to final inspection or acceptance, fully instruct the Owner's designated operating and maintenance personnel in the operation, adjustment, and maintenance of all products, equipment, and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
- C. Review contents of manual with the Owner's personnel in full detail to explain all aspects of operations and maintenance.

48.8 Framed Operating and Maintenance Instructions Where Specified

- A. All mechanically and electrically operated equipment and controls shall be provided with legible and complete wiring diagrams, schematics, operating instructions, and pertinent preventive maintenance instructions in a sturdy frame with clear glass or plastic cover. Utilize non-fading, permanent media.
- B. Frames shall be located in the same room or service enclosure as the equipment, or in the nearest mechanical or electrical room.
- C. Submit proposed instructions for review and acceptance prior to installation.

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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§  
§

KNOW EVERYONE BY THESE PRESENTS:

## SECOND AMENDMENT TO PROGRAM MANAGEMENT AGREEMENT

This Second Amendment to Program Management Agreement (the "Amendment") is made and entered into 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 "Owner"), and **CRAIN ZAMORA, LLC**, a Texas corporation (hereinafter referred to as "Program Manager.")

### RECITALS

The Owner and Program Manager previously entered a Program Management Agreement dated October 3, 2006 (collectively, the "Agreement") for services of Program Manager related to the Gus George Academy and First Amendment (collectively, the "First Amendment") dated April 24, 2007 as detailed in the May 2006 Bond Proposition for Fort Bend County. The Owner and Program Manager desire to further amend said Agreement as set forth below.

### AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the Owner and Program Manager hereby agree as follows:

1. Owner desires to retain the services of a Program Manager to perform certain Services for Owner relating to the Precinct 3 Facility as detailed in the May 2006 Bond Proposition for Fort Bend County. Owner has selected Program Manager as the entity to be engaged as the Program Manager for the Project contemplated by Owner. Owner and Program Manager desire to execute and enter into this Second Amendment for the purpose of setting forth their agreement with regard to the foregoing.
2. Section 1.9 is hereby amended as follows: "**Project**" means the Site and the Improvements, to include the Gus George Academy, EMS/Fire Marshal Building, Precinct 1 Building, Tax Assessor/Collector Building, and Precinct 3 Facility.
3. **COMPENSATION.** Article 8 is hereby amended to add the following:
  - A. Program Management Fee – EMS/Fire Marshal Building. As compensation for the Services to be rendered by Program Manager pursuant to this Amendment pertaining to the EMS/Fire Marshal Building, including the Agreement, all attachments, schedules and exhibits, Owner shall pay to Program Manager a Program Management Fee determined as a percentage of the total amount of the Approved Project Budget (exclusive of the Program Management Fee and land acquisition cost) according to the following schedule. If the scope of the Project or the Services required of Program Manager hereunder materially expand or

change, the Program Management Fee shall be equitably changed to reflect the same, upon consent and agreement of Owner.

|   | Program Management<br>Fee for Service                         |  |
|---|---|--|
| Approved Project Budget<br>(estimated; (exclusive of all contingencies, Program Manager fees, and Program Manager reimbursable expenses and land acquisition cost)) | Percentage  |  |
| Approved Project Budget   | 2.5% of Project Costs, in an amount not to exceed \$67,500.00 |  |

- B. The Program Management Fee for Program Manager's Services, as determined by the method described in Section 3(A), does not include out-of-pocket costs of Program Manager for travel, telephone calls (including long-distance and facsimile), postage and in-office photocopying. The reimbursable expenses for travel, telephone call, postage and in-office photocopying shall not exceed \$5,000. All expenses submitted by Program Manager shall be subject to approval by County prior to reimbursement.
- C. Program Management Fee – Precinct 1 Building. As compensation for the Services to be rendered by Program Manager pursuant to this Amendment pertaining to the Precinct 1 Building, including the Agreement, all attachments, schedules and exhibits, Owner shall pay to Program Manager a Program Management Fee determined as a percentage of the total amount of the Approved Project Budget (exclusive of the Program Management Fee and land acquisition cost) according to the following schedule. If the scope of the Project or the Services required of Program Manager hereunder materially expand or change, the Program Management Fee shall be equitably changed to reflect the same, upon consent and agreement of Owner.

|   | Program Management<br>Fee for Service                         |  |
|---|---|--|
| Approved Project Budget<br>(estimated; (exclusive of all contingencies, Program Manager fees, and Program Manager reimbursable expenses and land acquisition cost)) | Percentage  |  |
| Approved Project Budget   | 3.0% of Project Costs, in an amount not to exceed \$90,000.00 |  |

- D. The Program Management Fee for Program Manager's Services, as determined by the method described in Section 3(C), does not include out-of-pocket costs of Program Manager for travel, telephone calls (including long-distance and facsimile), postage and in-office photocopying. The reimbursable expenses for travel, telephone call, postage and in-office photocopying shall not exceed \$5,000. All expenses submitted by Program Manager shall be subject to approval by County prior to reimbursement.

- E. Program Management Fee – Tax Assessor/Collector Building. As compensation for the Services to be rendered by Program Manager pursuant to this Amendment pertaining to the Tax Assessor/Collector Building, including the Agreement, all attachments, schedules and exhibits, Owner shall pay to Program Manager a Program Management Fee determined as a percentage of the total amount of the Approved Project Budget (exclusive of the Program Management Fee and land acquisition cost) according to the following schedule. If the scope of the Project or the Services required of Program Manager hereunder materially expand or change, the Program Management Fee shall be equitably changed to reflect the same, upon consent and agreement of Owner.

|   | Program Management<br>Fee for Service                         |  |
|---|---|--|
| Approved Project Budget<br>(estimated; (exclusive of all contingencies, Program Manager fees, and Program Manager reimbursable expenses and land acquisition cost)) | Percentage  |  |
| Approved Project Budget   | 3.0% of Project Costs, in an amount not to exceed \$90,000.00 |  |

- F. The Program Management Fee for Program Manager's Services, as determined by the method described in Section 3(E), does not include out-of-pocket costs of Program Manager for travel, telephone calls (including long-distance and facsimile), postage and in-office photocopying. The reimbursable expenses for travel, telephone call, postage and in-office photocopying shall not exceed \$5,000. All expenses submitted by Program Manager shall be subject to approval by County prior to reimbursement.

- G. Program Management Fee – Precinct 3 Facility. As compensation for the Services to be rendered by Program Manager pursuant to this Amendment pertaining to the Precinct 3 Facility, including the Agreement, all attachments, schedules and exhibits, Owner shall pay to Program Manager a Program Management Fee determined as a percentage of the total amount of the Approved Project Budget (exclusive of the Program Management Fee and land acquisition cost) according to the following schedule. If the scope of the Project or the Services required of Program Manager hereunder materially expand or change, the Program Management Fee shall be equitably changed to reflect the same, upon consent and agreement of Owner.

|   | Program Management<br>Fee for Service                         |  |
|---|---|--|
| Approved Project Budget<br>(estimated; (exclusive of all contingencies, Program Manager fees, and Program Manager reimbursable expenses and land acquisition cost)) | Percentage  |  |
| Approved Project Budget   | 2.5% of Project Costs, in an amount not to exceed \$75,000.00 |  |

- H. The Program Management Fee for Program Manager's Services, as determined by the method described in Section 3(G), does not include out-of-pocket costs of Program Manager for travel, telephone calls (including long-distance and facsimile), postage and in-office photocopying. The reimbursable expenses for travel, telephone call, postage and in-office photocopying shall not exceed \$5,000. All expenses submitted by Program Manager shall be subject to approval by County prior to reimbursement.

4. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon Owner and Program Manager under the Agreement for the Gus George Academy shall be imposed upon both Owner and Program Manager, respectively, for the EMS/Fire Marshal Building, Precinct 1 Building, Tax Assessor/Collector Building and Precinct 3 Facility, and except as herein modified, all agreements and representations made by Owner and Program Manager in the Agreement, including all definitions, shall be the agreements and representations of both Owner and Program Manager, respectively, and shall apply to the EMS/Fire Marshal Building, Precinct 1 Building, Tax Assessor/Collector Building and Precinct 3 Facility.

5. This Amendment is hereby attached to the Program Management Agreement dated October 3, 2006 and First Amendment dated April 24, 2007 and incorporated by reference as if set forth therein verbatim.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF, Owner and Program Manager have caused their respective duly authorized representatives to execute, seal and deliver this Amendment.

**OWNER:**

FORT BEND COUNTY, a Texas Public Body

By: \_\_\_\_\_

Robert E. Hebert, County Judge  
Fort Bend County Commissioners Court

Date: \_\_\_\_\_

1-15-08

Attest: \_\_\_\_\_

Dianne Wilson, County Clerk

APPROVED: \_\_\_\_\_

BY: \_\_\_\_\_

Don Brady, County Facilities  
Management & Planning Director

Date: \_\_\_\_\_

1-11-08

**AUDITOR'S CERTIFICATE**

*Precinct 3 Facility*

I hereby certify that funds are available in an amount not to exceed \$ 75,000 to accomplish and pay the obligation of Fort Bend County in the foregoing matter.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

**PROGRAM MANAGER:**

CRAIN ZAMORA, L.L.C.

By: \_\_\_\_\_

Brad Crain,  
President

Date: \_\_\_\_\_

1.11.08

Attest: \_\_\_\_\_



RECORDED ON 1-25-08  
IN THE COMMISSIONER COURT  
MINUTES OF 1-15-08

Attachment: Billing/Payment Schedule  
Agreement and First Amendment



**IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY  
FOR THE FISCAL YEAR 2007<sup>8</sup>**

On this the 15<sup>th</sup> day of January, 2007<sup>8</sup> at a regular session of  
Commissioners' Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Now, therefore, be it resolved upon the motions of Commissioner Starinoha  
and seconded by Commissioner Prestage, duly put and carried, it is ordered  
that the bills be approved in the amount up to \$ 2,828,294.54 as presented by  
Robert Ed Sturdivant, County Auditor.

\*\*\*\*\*APPROVED\*\*\*\*\*

\_\_\_\_\_  
County Auditor

Date: \_\_\_\_\_

Time Reconvened: \_\_\_\_\_

Time Adjourned or Recessed: \_\_\_\_\_

# Fort Bend County

## Scheduled Disbursements for January 15, 2008

Except as indicated all checks will be released after Commissioners' Court on January 15, 2008

| <u>Payment Date</u> | <u>Vendor Name</u>             | <u>Vendor Payment</u> |         |
|---------------------|--------------------------------|-----------------------|---------|
| 1/15/2008           | 2M BUSINESS PRODUCTS, INC      | 2,872.80              |         |
| 1/15/2008           | A AND F ELEVATOR COMPANY, INC  | 675.00                |         |
| 1/15/2008           | A AND T MACHINE SERVICES       | 1,560.00              |         |
| 1/15/2008           | A M AUTOMOTIVE                 | 810.00                |         |
| 1/15/2008           | ACCRA COST OF LIVING INDEX     | 140.00                |         |
| 1/15/2008           | ADA RESOURCES, INC             | 357,862.45            |         |
| 1/15/2008           | ADAMS, DIANA                   | 850.00                |         |
| 1/15/2008           | ADAMS, GLENDON BRYAN           | 300.00                |         |
| 1/15/2008           | ADROGUE, MATIAS J              | 1,150.00              |         |
| 1/15/2008           | ADVANT TECH SOLUTION           | 1,011.00              |         |
| 1/15/2008           | ALAMO IRON WORKS, INC          | 118.80                |         |
| 1/15/2008           | ALARMCO                        | 2,505.17              |         |
| 1/15/2008           | ALCOHOL MONITORING SYSTEMS     | 4,201.59              |         |
| 1/15/2008           | ALLEN, SAN JUANITA             | 20.37                 |         |
| 1/15/2008           | ALLIED WASTE SERVICES, 853     | 461.18                |         |
| 1/15/2008           | AMADIS CONSULTANTS, LLP        | 17,277.00             |         |
| 1/15/2008           | AMERICAN BANK NOTE             | 12,730.40             |         |
| 1/15/2008           | AMERICAN FAMILY LIFE INSURANCE | 395.79                |         |
| 1/15/2008           | AMERICAN HERITAGE LIFE INS     | 45.92                 |         |
| 1/15/2008           | AMERICAN MATERIALS             | 36,797.56             |         |
| 1/15/2008           | AMERICAN MESSAGING SERVICES    | 252.05                |         |
| 1/15/2008           | AMMON ANALYTICAL LABORATORY    | 1,548.00              |         |
| 1/15/2008           | ANCO-WESSENDORFF INSURANCE     | 50.00                 |         |
| 1/15/2008           | ANGELINA COUNTY AUDITOR        | 150,255.00            |         |
| 1/15/2008           | ARNOLD, KEVIN DARNELL          | 200.00                |         |
| 1/15/2008           | ARZU, FRANCES                  | 175.00                |         |
| 1/15/2008           | ASHFORD, ERIC                  | 200.00                |         |
| 1/15/2008           | AT & T                         | 14,297.36             |         |
| 1/15/2008           | AUTO TRUCK APPRAISERS, INC     | 430.00                |         |
| 1/15/2008           | AVERY, BENITA                  | 15.52                 |         |
| 1/15/2008           | AVIA PARTNERS                  | 25,454.78             |         |
| 1/15/2008           | BAILEY, RAHN K, MD             | 750.00                |         |
| 1/15/2008           | BAKER, SUSAN                   | 116.23                |         |
| 1/15/2008           | BAO, JULING                    | 28.90                 |         |
| 1/15/2008           | BASS CONSTRUCTION COMPANY INC  | 144,411.80            |         |
| 1/15/2008           | BATCHAN, JOHN W JR             | 400.00                |         |
| 1/15/2008           | BIRD, ROBERT                   | 48.00                 |         |
| 1/15/2008           | BLUE RIDGE WEST MUD            | 80.00                 |         |
| 1/15/2008           | BOARD OF TAX PROFESSIONAL      | 275.00                |         |
| 1/9/2008            | BOON-CHAPMAN BENEFIT           | 120,822.15            | Note: 2 |
| 1/15/2008           | BOUND TREE MEDICAL LLC         | 3,743.76              |         |
| 1/15/2008           | BRENHAM WHOLESALE GROCERY CO   | 7,284.28              |         |
| 1/15/2008           | BRODART CO                     | 8,906.32              |         |
| 1/15/2008           | BROWN & ASSOC MEDICAL LABS     | 32.75                 |         |
| 1/14/2008           | BUTTACCIO, FREDDIE             | 275.00                | Note: 1 |
| 1/15/2008           | C P OAKLEY LP                  | 3,975.00              |         |
| 1/15/2008           | CARNES FUNERAL HOME, INC       | 3,130.00              |         |
| 1/15/2008           | CARROLL'S DISCOUNT FURNITURE   | 2,538.80              |         |
| 1/15/2008           | CARTER GOBLE ASSOCIATES, INC   | 125,093.89            |         |
| 1/15/2008           | CBIC CONSTRUCTION &            | 20,552.54             |         |
| 1/15/2008           | CCS PRESENTATION SYSTEMS       | 1,138.00              |         |
| 1/15/2008           | CENTERPOINT ENERGY             | 395.56                |         |

| <u>Payment Date</u> | <u>Vendor Name</u>            | <u>Vendor Payment</u> |         |
|---------------------|-------------------------------|-----------------------|---------|
| 1/15/2008           | CENTRAL HARDWARE NO 2, LLC    | 120.11                |         |
| 1/15/2008           | CENTRAL POLY CORPORATION      | 350.00                |         |
| 1/15/2008           | CENTURY ASPHALT MATERIALS     | 279,656.96            |         |
| 1/15/2008           | CERTIFIED LABORATORIES        | 1,857.75              |         |
| 1/15/2008           | CHAMPION ENERGY SERVICES, LLC | 15,706.10             |         |
| 1/15/2008           | CHILD ADVOCATES OF FT BEND CO | 2,530.74              |         |
| 1/15/2008           | CHILDERS, BEN                 | 36.76                 |         |
| 1/15/2008           | CHILD'S PLAY                  | 701.13                |         |
| 1/15/2008           | CINGULAR WIRELESS             | 2,433.65              |         |
| 1/15/2008           | CITY OF NEEDVILLE             | 191.61                |         |
| 1/15/2008           | CITY OF RICHMOND              | 20,083.12             |         |
| 1/15/2008           | CITY OF SUGAR LAND            | 848.83                |         |
| 1/15/2008           | CJM TRUCKING AND SOILS        | 260.50                |         |
| 1/15/2008           | CLASEN ENTERPRISES            | 29.00                 |         |
| 1/15/2008           | CLEVELAND RADIOLOGY ASSOCIATE | 578.00                |         |
| 1/15/2008           | COASTAL BUTANE SERVICE CO.    | 365.00                |         |
| 1/15/2008           | COBB, FENDLEY AND ASSOCIATES  | 21,378.41             |         |
| 1/15/2008           | COLE, JENNIPHER               | 1,028.79              |         |
| 1/15/2008           | COMEAX, TAMI C                | 38.41                 |         |
| 1/15/2008           | COMMUNITY COFFEE COMPANY, LLC | 248.45                |         |
| 1/14/2008           | CONDREY, JIM                  | 100.00                | Note: 4 |
| 1/15/2008           | CONROE WOOD PRODUCTS, INC     | 3,765.84              |         |
| 1/15/2008           | CONSTELLATON NEW ENERGY       | 90,266.01             |         |
| 1/15/2008           | CONTINENTAL BATTERIES         | 1,919.20              |         |
| 1/15/2008           | CORPORATE EXPRESS IMAGING     | 935.09                |         |
| 1/15/2008           | CORPORATE OUTFITTERS          | 8,562.00              |         |
| 1/15/2008           | CORRECTIONS SOFTWARE SOLUTION | 29,310.00             |         |
| 1/15/2008           | CRAIN ZAMORA, LLC             | 6,412.50              |         |
| 1/15/2008           | CUMMINS ALLISON CORPORATION   | 491.00                |         |
| 1/15/2008           | D AND S TRUCK PARTS           | 2.75                  |         |
| 1/15/2008           | DALLAS DODGE                  | 21,332.00             |         |
| 1/15/2008           | DE LA TORRE, SUSAN            | 463.10                |         |
| 1/15/2008           | DE MOLANO, LUZ MARYI          | 225.00                |         |
| 1/15/2008           | DELIGHTFULLY SWEET            | 50.00                 |         |
| 1/15/2008           | DELL MARKETING L.P.           | 13,110.01             |         |
| 1/15/2008           | DENNIS, KATHRYN               | 350.00                |         |
| 1/9/2008            | DENTICARE, INC                | 5,132.90              | Note: 2 |
| 1/15/2008           | DESAI, RIDDHI                 | 3,428.75              |         |
| 1/15/2008           | DIAZ, MICHAEL C               | 950.00                |         |
| 1/15/2008           | DICK'S AUTO ELECTRIC          | 510.00                |         |
| 1/15/2008           | DIRECT ENERGY, L P            | 450.00                |         |
| 1/15/2008           | DIRECT TV                     | 144.96                |         |
| 1/15/2008           | DOCUDATA SOLUTIONS L L C      | 9,405.18              |         |
| 1/15/2008           | DOLPHIN GRAPHICS              | 61.67                 |         |
| 1/15/2008           | DRAKE, NANCY                  | 91.67                 |         |
| 1/15/2008           | DRAWSAND, THONE               | 150.00                |         |
| 1/15/2008           | DRURY INN                     | 328.00                |         |
| 1/15/2008           | DUCKETT, TONY K               | 100.00                |         |
| 1/15/2008           | EFUELING TECHNOLOGIES, INC.   | 132.81                |         |
| 1/15/2008           | ELEVATOR TRANSPORTATION       | 395.00                |         |
| 1/15/2008           | ELJURE, CATALINA              | 340.00                |         |
| 1/15/2008           | ELLISON EDUCATIONAL EQUIP INC | 40.00                 |         |
| 1/15/2008           | ESP OFFICE SOLUTIONS, LLC     | 16,275.50             |         |
| 1/15/2008           | EXECUTEAM CORPORATION         | 67,995.59             |         |
| 1/15/2008           | FADEN, CARY M                 | 425.00                |         |
| 1/15/2008           | FBC EMPLOYEE BENEFIT FUND 400 | 2,453.10              |         |
| 1/15/2008           | FBC SECTION 125               | 827.49                |         |
| 1/15/2008           | FIRE SAFE PROTECTION SERVICES | 609.00                |         |
| 1/15/2008           | FIRST CHOICE POWER, INC       | 300.00                |         |

| <u>Payment Date</u> | <u>Vendor Name</u>             | <u>Vendor Payment</u> |         |
|---------------------|--------------------------------|-----------------------|---------|
| 1/15/2008           | FLOWERS BAKING COMPANY         | 860.88                |         |
| 1/15/2008           | FOLKMANIS, INC                 | 607.75                |         |
| 1/15/2008           | FORT BEND BODY SHOP            | 3,765.36              |         |
| 1/15/2008           | FORT BEND CO WCID 2            | 42.71                 |         |
| 1/14/2008           | FORT BEND COUNTY CLERK         | 290.00                | Note: 1 |
| 1/15/2008           | FORT BEND COUNTY GENERAL FUNE  | 9.75                  |         |
| 1/15/2008           | FORT BEND HYDRAULICS INC       | 644.00                |         |
| 1/15/2008           | FORT BEND SENIORS MEALS ON     | 2,965.31              |         |
| 1/15/2008           | FORT BEND/SOUTHWEST STAR       | 146.25                |         |
| 1/15/2008           | FRY, SANDRA                    | 316.24                |         |
| 1/15/2008           | G AND K SERVICES               | 932.38                |         |
| 1/15/2008           | GAFFNEY, PATRICK P             | 288.58                |         |
| 1/15/2008           | GASTON, REGINALD L             | 180.00                |         |
| 1/15/2008           | GERHART NORTHWEST CO           | 31,200.00             |         |
| 1/15/2008           | GILBERT, STEVEN J              | 300.00                |         |
| 1/15/2008           | GILLEN PEST CONTROL, INC       | 218.00                |         |
| 1/15/2008           | GLOBAL GOVT EDUCATION SOLUTIO  | 222.75                |         |
| 1/15/2008           | GLOBALSTAR, LLC                | 218.26                |         |
| 1/15/2008           | GOKI DEVELOPMENT, INC          | 615.00                |         |
| 1/15/2008           | GONZALEZ, RALPH                | 2,585.00              |         |
| 1/15/2008           | GRADONI AND ASSOCIATES, INC    | 568.51                |         |
| 1/15/2008           | GRAINGER                       | 23.44                 |         |
| 1/15/2008           | GREAT SOUTHERN LIFE INSURANCE  | 237.41                |         |
| 1/15/2008           | GREATER HOUSTON ANESTHESIOLO   | 1,427.32              |         |
| 1/15/2008           | GRIGAR, SANDY L.               | 33.95                 |         |
| 1/15/2008           | GULF COAST MATERIALS           | 350.28                |         |
| 1/15/2008           | GULF COAST PAPER COMPANY       | 852.73                |         |
| 1/15/2008           | GUMDROP BOOKS                  | 3,164.35              |         |
| 1/14/2008           | GURECKY, LEONARD E             | 100.00                | Note: 4 |
| 1/15/2008           | H W WILSON COMPANY             | 2,519.00              |         |
| 1/15/2008           | HALLMARK OFFICE PRODUCTS       | 189.00                |         |
| 1/15/2008           | HAROLD ANDERSON AND ASSOCIATI  | 17,277.00             |         |
| 1/15/2008           | HARRIS COUNTY - J I M S        | 60.00                 |         |
| 1/15/2008           | HARRIS, LINDA                  | 422.26                |         |
| 1/15/2008           | HEAD AND GUILD PARTS, INC      | 593.65                |         |
| 1/15/2008           | HELENA CHEMICAL COMPANY        | 27,700.00             |         |
| 1/15/2008           | HELFMAN FORD CO INC            | 63,560.00             |         |
| 1/15/2008           | HENRY SCHEIN, INC              | 124.00                |         |
| 1/15/2008           | HERNANDEZ, ASECION - ACE       | 77.50                 |         |
| 1/15/2008           | HIGH QUALITY CLEANING SERVICES | 5,240.00              |         |
| 1/15/2008           | HIGHWAY INTERDICTION TRAINING  | 850.00                |         |
| 1/15/2008           | HILTON HOTEL-COLLEGE STATION   | 268.94                |         |
| 1/15/2008           | HLAVINKA EQUIPMENT COMPANY     | 314.16                |         |
| 1/15/2008           | HODGES READY MIX COMPANY INC   | 2,725.80              |         |
| 1/11/2008           | HOLIDAY INN EXPRESS            | 768.32                | Note: 3 |
| 1/15/2008           | HOLLAND USA, INC.              | 320.01                |         |
| 1/15/2008           | HOLM, PAT                      | 69.77                 |         |
| 1/15/2008           | HOME DEPOT CREDIT SERVICES     | 6,603.29              |         |
| 1/15/2008           | HOUSTON COMMUNITY NEWSPAPER    | 181.65                |         |
| 1/15/2008           | HOUSTON EYE ASSOCIATES         | 1,672.71              |         |
| 1/15/2008           | HOUSTON FREIGHTLINER, INC      | 55.33                 |         |
| 1/15/2008           | HPSO                           | 120.00                |         |
| 1/15/2008           | HUNTER, DAVID                  | 750.00                |         |
| 1/11/2008           | HYATT PLACE AUSTIN             | 669.30                | Note: 3 |
| 1/15/2008           | ICS                            | 244.00                |         |
| 1/15/2008           | IMAGE PROFILES, INC            | 817.60                |         |
| 1/15/2008           | IMPRESSIVE PRINTING            | 295.00                |         |
| 1/15/2008           | INDUSTRIAL CHEMICAL CLEANER    | 1,242.00              |         |
| 1/15/2008           | INFORMATION TODAY INC          | 1,549.75              |         |

| <u>Payment Date</u> | <u>Vendor Name</u>            | <u>Vendor Payment</u> |
|---------------------|-------------------------------|-----------------------|
| 1/15/2008           | INGRAM LIBRARY SERVICES       | 6,601.87              |
| 1/15/2008           | INTERNAL REVENUE SERVICE      | 31,338.26             |
| 1/15/2008           | INTERNATIONAL LANGUAGE ASSOC. | 225.00                |
| 1/15/2008           | JURIS PUBLISHING, INC         | 52.50                 |
| 1/15/2008           | KATY BUTANE                   | 450.00                |
| 1/15/2008           | KATY I S D                    | 10.00                 |
| 1/15/2008           | KELLY, KELLY D                | 1,581.33              |
| 1/15/2008           | KERR COUNTY CLERK             | 1,028.00              |
| 1/15/2008           | KING, ADRIAN                  | 115.33                |
| 1/15/2008           | KING, SUSAN T.                | 26.19                 |
| 1/15/2008           | KING-WITTU, ELIZABETH         | 346.00                |
| 1/15/2008           | L GUERRERO AND SONS           | 1,651.25              |
| 1/15/2008           | LAB SAFETY SUPPLY             | 896.00                |
| 1/15/2008           | LABATT FOOD SERVICE           | 2,972.69              |
| 1/15/2008           | LABORATORY CORPORATION        | 724.87                |
| 1/15/2008           | LASON SYSTEMS, INC            | 24,781.04             |
| 1/15/2008           | LAWRENCE MARSHALL FORD MERCI  | 234.93                |
| 1/15/2008           | LELSIE'S CUSTOM SEWINGS       | 56.49                 |
| 1/15/2008           | LEONHARDT, RANDALL            | 80.00                 |
| 1/15/2008           | LEWIS & RENN ASSOCIATES, INC. | 831.64                |
| 1/15/2008           | LIBERTY COUNTY                | 40,817.00             |
| 1/15/2008           | LIGHT IMPRESSIONS             | 75.65                 |
| 1/15/2008           | LINEBARGER GOGGAN BLAIR AND   | 10,539.41             |
| 1/15/2008           | LINKO'S LITTLE PRINT SHOP     | 21.60                 |
| 1/15/2008           | LOADOMETER CORPORATION        | 15,500.00             |
| 1/15/2008           | LONE STAR UNIFORMS, INC       | 7,514.80              |
| 1/15/2008           | LOVE, PAUL                    | 700.00                |
| 1/15/2008           | LOWE'S HOME CENTER            | 372.39                |
| 1/15/2008           | LUCIA CHIANG                  | 48.71                 |
| 1/15/2008           | MAJOR BOOK STORE              | 83.80                 |
| 1/15/2008           | MALDONADO, A E                | 800.00                |
| 1/15/2008           | MALDONADO, YVETTE R.          | 258.86                |
| 1/15/2008           | MANN, RANDY                   | 425.00                |
| 1/15/2008           | MARQUIS WHOS WHO LLC          | 1,278.00              |
| 1/15/2008           | MARSHALL, TAMRA               | 150.00                |
| 1/15/2008           | MARTIN ASPHALT                | 12,920.00             |
| 1/15/2008           | MARTIN, MELISSA               | 2,050.00              |
| 1/15/2008           | MASTERWORD SERVICES, INC      | 143.75                |
| 1/15/2008           | MCCANN, PATRICK F             | 1,100.00              |
| 1/15/2008           | MCCLURE, GLEN E               | 1,175.00              |
| 1/15/2008           | MEDRELIEF STAFFING            | 2,625.00              |
| 1/15/2008           | MELLON REAL ESTATE, INC       | 7,488.70              |
| 1/15/2008           | MEMORIAL HOSPITAL             | 652.75                |
| 1/15/2008           | METLIFE                       | 267.75                |
| 1/15/2008           | METRO FIRE APPARATUS          | 114,604.20            |
| 1/15/2008           | MIDWEST TAPE                  | 159.93                |
| 1/15/2008           | MONTELONGO, NORMA F.          | 52.77                 |
| 1/15/2008           | MOTOROLA                      | 71.40                 |
| 1/15/2008           | MRCO, INC                     | 6,175.00              |
| 1/15/2008           | MSC INDUSTRIAL SUPPLY CO, INC | 103.50                |
| 1/15/2008           | MUELLER WATER CONDITIONING    | 805.00                |
| 1/15/2008           | MUNICIPAL EMERGENCY SERVICES  | 72.00                 |
| 1/15/2008           | MUNOZ, JEANETTE               | 333.30                |
| 1/15/2008           | MUNOZ, RITO JR.               | 375.00                |
| 1/15/2008           | MYERS CO                      | 70.00                 |
| 1/15/2008           | MYERS TIRE SUPPLY             | 294.29                |
| 1/15/2008           | NAPA AUTO PARTS               | 12.45                 |
| 1/15/2008           | NASSIF, MICHAEL               | 500.00                |
| 1/15/2008           | NATIONAL ASSOC OF PROBATION   | 250.00                |

| <u>Payment Date</u> | <u>Vendor Name</u>             | <u>Vendor Payment</u> |         |
|---------------------|--------------------------------|-----------------------|---------|
| 1/15/2008           | NATIONAL COUNCIL FOR PUBLIC    | 175.00                |         |
| 1/15/2008           | NATIONAL NOTARY ASSOCIATION    | 32.95                 |         |
| 1/15/2008           | NATIONAL SAFETY COUNCIL        | 345.00                |         |
| 1/15/2008           | NATIONWIDE RETIREMENT SOLUTIO  | 1,603.49              |         |
| 1/15/2008           | NEEDVILLE FEED AND SUPPLY      | 239.40                |         |
| 1/15/2008           | NEW PAPYRUS PUBLISHING         | 39.95                 |         |
| 1/15/2008           | NEXTEL COMMUNICATIONS          | 8,333.68              |         |
| 1/15/2008           | O'DONNELL, BARBARA A           | 150.00                |         |
| 1/15/2008           | OFFICE DEPOT, INC              | 4,544.37              |         |
| 1/15/2008           | OGDEN, DAVID                   | 97.97                 |         |
| 1/15/2008           | ORTIZ, ENIQUETA                | 315.00                |         |
| 1/15/2008           | OZARKA                         | 163.81                |         |
| 1/15/2008           | PELLERIN LAUNDRY MACHINERY     | 165.25                |         |
| 1/15/2008           | PEREZ- JARAMILLO, MAGGIE       | 325.00                |         |
| 1/15/2008           | PEREZ, J. R.                   | 518.19                |         |
| 1/15/2008           | PERFORMANCE FOOD GROUP         | 6,951.21              |         |
| 1/15/2008           | PERFORMANCE GRADE ASPHALTS     | 7,223.04              |         |
| 1/15/2008           | PHAM, BINH                     | 57.13                 |         |
| 1/15/2008           | PHILIPS, ROBERTA R             | 41.63                 |         |
| 1/15/2008           | PITNEY BOWES                   | 7,200.00              |         |
| 1/15/2008           | PLACETTE, JOHN                 | 160.00                |         |
| 1/15/2008           | POLK COUNTY TREASURER          | 62,622.00             |         |
| 1/15/2008           | POSTMASTER                     | 341.00                |         |
| 1/15/2008           | PREMIUM FOODS                  | 55.70                 |         |
| 1/15/2008           | PRODOC, INC                    | 135.00                |         |
| 1/15/2008           | PROFESSIONAL BUILDING PHARMAC  | 394.58                |         |
| 1/15/2008           | PROFESSIONAL FOOD SYSTEMS      | 64.32                 |         |
| 1/15/2008           | PROPERTY ACQUISITION           | 9,282.50              |         |
| 1/15/2008           | PROQUEST-CSA,LLC               | 6,045.00              |         |
| 1/15/2008           | PROSPERITY BANK                | 12,930.13             |         |
| 1/15/2008           | QUAIL VALLEY UTILITY DISTRICT  | 56.14                 |         |
| 1/15/2008           | RANDOM HOUSE, INC              | 258.46                |         |
| 1/15/2008           | RAY GLASS COMPANY INC          | 2,121.00              |         |
| 1/15/2008           | REDDI, ASHA                    | 1,075.00              |         |
| 1/15/2008           | REDWOOD BIOTECH, INC           | 12,600.00             |         |
| 1/15/2008           | REDWOOD TOXICOLOGY LABORATO    | 123.28                |         |
| 1/14/2008           | REHMATULLAH, KAREEN            | 1,950.00              | Note: 1 |
| 1/15/2008           | RELIANT ENERGY RETAIL SERVICES | 1,501.97              |         |
| 1/15/2008           | REYNA, GABRIEL                 | 302.50                |         |
| 1/15/2008           | RICHMOND BONE AND JOINT CLINIC | 1,743.78              |         |
| 1/15/2008           | RODRIGUEZ, ANTONIO R           | 77.50                 |         |
| 1/15/2008           | ROE, CARMEN                    | 250.00                |         |
| 1/15/2008           | ROSENBERG TRACTOR              | 1,013.87              |         |
| 1/15/2008           | ROSSER INTERNATIONAL, INC.     | 62,876.25             |         |
| 1/15/2008           | ROYAL PROTECTION GROUP, INC    | 79.00                 |         |
| 1/15/2008           | RURAL TRASH SERVICE INC        | 120.00                |         |
| 1/14/2008           | RUSSELL, DON L                 | 100.00                | Note: 4 |
| 1/15/2008           | SAFESITE, INC                  | 30.00                 |         |
| 1/15/2008           | SAFETY SHOE DISTRIBUTORS, LLP  | 347.30                |         |
| 1/15/2008           | SAFETY-KLEEN CORPORATION       | 114.60                |         |
| 1/15/2008           | SANCHEZ, MARIA                 | 28.52                 |         |
| 1/15/2008           | SANTOS, ROBERT L               | 1,687.50              |         |
| 1/15/2008           | SCHEPPS DAIRY                  | 1,848.39              |         |
| 1/15/2008           | SECOND ADMINISTRATIVE JUDICIAL | 14,627.76             |         |
| 1/15/2008           | SECURITY BENEFIT LIFE INS      | 2,258.16              |         |
| 1/15/2008           | SERVICEMASTER SOUTHWEST        | 254.98                |         |
| 1/15/2008           | SHEEHAN, KAREN E               | 7.00                  |         |
| 1/15/2008           | SHELTON, PAULETTE              | 265.96                |         |
| 1/15/2008           | SHI GOVERNMENT SOLUTIONS INC   | 311.00                |         |

| <u>Payment Date</u> | <u>Vendor Name</u>            | <u>Vendor Payment</u> |         |
|---------------------|-------------------------------|-----------------------|---------|
| 1/15/2008           | SILVA CONTRACTING COMPANY     | 17,100.20             |         |
| 1/15/2008           | SINEWAVE ELECTRIC             | 16,179.00             |         |
| 1/15/2008           | SLAVINSKI, BOBBY              | 312.12                |         |
| 1/15/2008           | SMITH, DIANE                  | 165.00                |         |
| 1/15/2008           | SNAP-ON INDUSTRIAL            | 1,000.00              |         |
| 1/15/2008           | SOCIETY FOR HUMAN RESOURCE    | 1,070.00              |         |
| 1/15/2008           | SOLUTIONS 4 SURE, INC         | 626.33                |         |
| 1/15/2008           | SOS-FT BEND CO WOMEN'S CENTER | 880.38                |         |
| 1/15/2008           | SOUTHEAST TEXAS HOUSING       | 14,500.00             |         |
| 1/15/2008           | SOUTHWEST SANITATION SYSTEMS  | 1,560.00              |         |
| 1/15/2008           | SOUTHWEST TEXAS STATE UNIVER  | 25.00                 |         |
| 1/15/2008           | SPARKLETTS WATER              | 58.89                 |         |
| 1/15/2008           | SPEEDWAY SHIRTS AND SIGNS     | 550.46                |         |
| 1/15/2008           | SPRINT WASTE SERVICES L P     | 204.00                |         |
| 1/15/2008           | STAHLMAN LUMBER CO            | 297.46                |         |
| 1/15/2008           | STATE COMPTROLLER             | 55.48                 |         |
| 1/15/2008           | STEEL SUPPLY, INC             | 481.94                |         |
| 1/15/2008           | STEELE, CORINNA               | 2,830.00              |         |
| 1/15/2008           | STEVENS, JAMES A              | 1,200.00              |         |
| 1/15/2008           | STICKLER, TOMMY J             | 500.00                |         |
| 1/15/2008           | STORNELLO, ROSARIO            | 1,550.00              |         |
| 1/15/2008           | TARGET BANK                   | 6,766.16              |         |
| 1/15/2008           | TEAM SYSTEMS, INC             | 96.80                 |         |
| 1/15/2008           | TERRY, T K                    | 1,143.75              |         |
| 1/15/2008           | TEXANA CENTER                 | 64,351.25             |         |
| 1/15/2008           | TEXAS CORRECTIONS ASSOCIATION | 350.00                |         |
| 1/15/2008           | TEXAS COUNTY & DISTRICT       | 19,491.54             |         |
| 1/15/2008           | TEXAS DEPT OF PUBLIC SAFETY   | 5,700.00              |         |
| 1/15/2008           | TEXAS DISTRICT AND COUNTY     | 505.00                |         |
| 1/15/2008           | TEXAS MARKING PRODUCTS, INC   | 96.58                 |         |
| 1/15/2008           | TEXAS NATURAL RESOURCE        | 150.00                |         |
| 1/15/2008           | THE JIM H. GREEN KIDZ         | 376.01                |         |
| 1/15/2008           | THE MADDOX GROUP              | 21,694.43             |         |
| 1/15/2008           | THOMSON GALE GROUP            | 4,213.73              |         |
| 1/15/2008           | THYSSENKRUPP ELEVATOR CORP    | 34,436.00             |         |
| 1/15/2008           | TOTAL TECHNOLOGIES, LLC       | 359.60                |         |
| 1/15/2008           | TRAVIS COUNTY CLERK           | 6,085.00              |         |
| 1/15/2008           | TRAVIS ELEMENTARY SHCOOL      | 108.00                |         |
| 1/15/2008           | TRS BEHAVIORAL CARE, INC.     | 3,458.00              |         |
| 1/15/2008           | TSAI FONG BOOKS, INC          | 58.19                 |         |
| 1/15/2008           | TXU ENERGY                    | 570.52                |         |
| 1/15/2008           | UNITED PARCEL SERVICE         | 32.42                 |         |
| 1/15/2008           | UNITED WAY OF THE TEXAS GULF  | 57.50                 |         |
| 1/9/2008            | UNUM LIFE INSURANCE           | 21,161.33             | Note: 2 |
| 1/15/2008           | URETEK USA, INC               | 29,545.20             |         |
| 1/15/2008           | VACEK BUTANE CO.              | 150.00                |         |
| 1/15/2008           | VALLEY TRANSIT COMPANY        | 35.90                 |         |
| 1/15/2008           | VAUGHN, JASON                 | 621.07                |         |
| 1/15/2008           | VENZA, JOHN                   | 1,100.00              |         |
| 1/15/2008           | VERIZON WIRELESS              | 833.55                |         |
| 1/9/2008            | VISION CARE, INC              | 8,267.48              | Note: 2 |
| 1/15/2008           | W T COX SUBSCRIPTIONS, INC    | 70,861.12             |         |
| 1/15/2008           | WAL-MART PHARMACY 546         | 609.40                |         |
| 1/15/2008           | WASTE MANAGEMENT              | 138.54                |         |
| 1/15/2008           | WCA WASTE CORPORATION         | 190.91                |         |
| 1/15/2008           | WEBB, JEFFREY ODE             | 1,687.50              |         |
| 1/15/2008           | WEST GROUP PAYMENT CENTER     | 8,778.77              |         |
| 1/15/2008           | WESTON WOODS STUDIOS          | 1,349.50              |         |
| 1/15/2008           | WHITE, HARRIS                 | 94.51                 |         |



| <u>Payment Date</u> | <u>Vendor Name</u>           | <u>Vendor Payment</u> |
|---------------------|------------------------------|-----------------------|
| 1/15/2008           | WHITT, KENNETH J             | 132.00                |
| 1/15/2008           | WILLIAMS, RODNEY O'NEIL      | 625.00                |
| 1/15/2008           | WILLIAMSON, VAN              | 275.00                |
| 1/15/2008           | WINDSTREAM                   | 29.41                 |
| 1/15/2008           | WONDER TIME MAGAZINE         | 30.00                 |
| 1/15/2008           | WOOD, HARRIS S., JR.         | 125.00                |
| 1/15/2008           | WORLD BOOK INC               | 1,049.00              |
| 1/15/2008           | YOUNG, BEVERLY               | 77.50                 |
| 1/15/2008           | ZAMBRANO, OSCAR              | 19.40                 |
| 1/15/2008           | ZAPATA, ERNESTINE            | 359.18                |
| 1/15/2008           | ZURA'S TEXAS PRODUCTION TEAM | 37.50                 |
|                     |                              | <u>2,828,294.54</u>   |

Note: Checks released prior to 01/15/08 for the following disbursements:

- (1): Registry, Cash Bond, and Fee Officer Payments of \$2515.00
- (2): Payroll and Employee Benefits Payments of \$155,383.86
- (3): Time Sensitive Payment of \$1,437.62
- (4): Flood Control Payments of \$300.00



**Notice of Intent (NOI) for Storm Water  
Discharges from Small Municipal Separate  
Storm Sewer Systems (MS4) under the TPDES  
Phase II MS4 General Permit (TXR040000)**

TCEQ Office Use Only

Permit No.:

RN:

CN:

**AGENDA ITEM**  
**26**



**Did you know you can pay on line? Go to [www.tceq.state.tx.us/ePay](http://www.tceq.state.tx.us/ePay)**

**Select Fee Type: GENERAL PERMIT MS4 PHASE II STORM WATER DISCHARGE NOI APPLICATION**

**Application Fee:** You must pay the \$100 Application Fee to TCEQ for the application to be considered complete.

How did you pay this fee?

|   |                             |  |
|---|-----------------------------|--|
| <input checked="" type="checkbox"/> Mailed: | Check/Money Order No.: XXXX | Name Printed on Check: Fort Bend County                            |
| <input type="checkbox"/> EPAY:              | Voucher No.:                | Is the Payment Voucher copy attached? <input type="checkbox"/> Yes |

**IMPORTANT:**

- Use the attached **INSTRUCTIONS** when completing this form.
- After completing this form, use the attached **CUSTOMER CHECKLIST** to make certain all items are complete and accurate.
- Missing, illegible, or inaccurate items may delay final acknowledgment or coverage under the general permit.

**One (1) copy of the NOI and SWMP with the completed SWMP Cover Sheet MUST be submitted with the original NOI and SWMP.**

Is the copy attached? ☒ Yes

**A. OPERATOR (applicant)**

1. If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity?  
CN 600739957

2. What is the full Legal Name of the applicant?

Fort Bend County

*(The exact legal name must be provided.)*

3. What is the applicant's mailing address as recognized by the **US Postal Service**?

Address: 1124 Blume Rd.

Suite No./Bldg. No./Mail Code:

City: Rosenberg

State: TX

ZIP Code: 77471

Country Mailing Information (if outside USA).

Country Code:

Postal Code:

4. Phone No.: ( 281 ) 633-7500

Extension:

5. Fax No.: ( 281 ) 342-7366

E-mail Address:

6. Indicate the type of Customer:

☐ Federal Government

☐ State Government

☒ County Government

☐ City Government

☐ Other Government

7. Number of Employees:

☐ 0-20;

☐ 21-100;

☐ 101-250;

☐ 251-500; or

☒ 501 or higher

**B. BILLING ADDRESS**

The Operator is responsible for paying the annual fee. The annual fee will be assessed to permits **active on September 1 of each year**. TCEQ will send a bill to the address provided in this section. The Operator is responsible for terminating the permit when it is no longer needed.

Is the billing address same as the Operator Address? ☒ Yes, go to **Section C**. ☐ No, fill out **Section B**

1. Billing Mailing Address:

Suite No./Bldg. No./Mail Code:

City:

State:

ZIP Code:

2. Country Mailing Information (if outside USA).

Country Code:

Postal Code:

3. Billing Contact (Attn or C/O):

4. Phone No.: ( )

Extension:

5. Fax No.: ( )

E-mail Address:

**C. REGULATED ENTITY (RE) INFORMATION**

1. Has the TCEQ issued a Regulated Entity Reference Number (RN) for the regulated MS4 ?

Yes. What is the RN? **RN**

No - TCEQ will assign the RN number after the NOI is submitted.

2. Name that is used to identify the small MS4 (Regulated Entity).

(Example: City of XXX MS4) Fort Bend County

3. Provide a brief description of the regulated MS4 boundaries:

(Example: Area within the City of XXXX limits that is located within the xxx (e.g. Dallas) urbanized area.)

Area within the County of Fort Bend County that is located within the Houston urbanized area.

4. a. What is the county where the largest residential population exists within the regulated MS4 boundaries?

Fort Bend County

b. Is the MS4 located within additional counties? ☐ Yes ☒ No

If yes, what county(s)?

5. What is the latitude and longitude of the approximate center of the regulated portion of the small MS4?

Latitude: 29degrees 35' 50" N Longitude: 95degrees 37' 19" W

6. What is the mailing address for the regulated entity?

Is the RE mailing address the same as the Operator? ☒ Yes, go to Section F. ☐ No, provide the address.

Street Number:

Street Name:

City:

State:

ZIP Code:

**D. GENERAL CHARACTERISTICS**

1. I certify that any portion of the regulated MS4 is **not** located on Indian Country Lands. ☒ Yes ☐ No

If No, you must obtain authorization through EPA, Region VI.

2. What is the Standard Industrial Classification (SIC) code (see instructions for common codes): 9121

3. Has TCEQ "designated" the small MS4 as needing coverage under this general permit? ☒ Yes ☐ No

If "No" and no portion of the Small MS4 is located within an Urbanized Area as determined by the 2000 Decennial Census by the U.S. Bureau of Census requiring a NOI be submitted, the operator is not eligible for coverage under this general permit through the NOI.

4. Storm Water Management Program (SWMP)

a. I certify that the SWMP submitted with this Notice of Intent has been developed according to the provisions of this general permit TXR040000. ☒ Yes ☐ No

b. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP. ☒ Yes ☐ No

If No to question a. or b. the application is considered incomplete and may be returned.

b. Who is the person responsible for implementing or coordinating implementation of the SWMP?

(Note: All contact information requested below is required.)

Name: D. Jesse Hegemier, P.E. Title: County Engineer Company: Fort Bend County

Address: 1124 Blume Rd. Suite No./Bldg. No./Mail Code:

City: Rosenberg State: TX ZIP Code: 77471

Phone No.: ( 281 ) 633-7500 Extension:

Fax No.: ( 281 ) 342-7366 E-mail Address: djh@co.fort-bend.tx.us

5. Seventh Minimum Control Measure (MCM) for Municipal Construction Activities

a. Is the Minimum Control Measure for authorization to discharge storm water from municipal construction activities included with the attached SWMP? ☐ Yes ☒ No

b. If you answered "Yes" to 5.a., what are the boundaries within which those activities will occur?

Note: If the boundaries are located outside of the urbanized area, then the entire SWMP must also incorporate the additional areas.

c. Is the discharge or potential discharge from regulated construction activities within the Recharge Zone, Contributing Zone, or Contributing zone within the Transition zone of the Edwards Aquifer? ☐ Yes ☒ No

If the answer is "Yes", please note that a copy of the agency approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the construction storm water pollution prevention plan(s).

#### 6. Discharge Information

a. What is the name of the receiving water body(s) from the MS4?

b. What is the classified segment(s) that receives discharges, directly or indirectly, from the small MS4?

c. Are any of the surface water bodies receiving discharges from the small MS4 on the latest EPA-approved CWA § 303(d) list of impaired waters? ☒ Yes ☐ No

If Yes, what is the name of the impaired water body(s) receiving the discharges from the small MS4?

d. Is the discharge into any other MS4 prior to discharge into surface water in the state? ☒ Yes ☐ No

If Yes, what is the name of the MS4 Operator? Fort Bend County Drainage District

#### 7. Edwards Aquifer

Is the discharge or potential discharge from the MS4 within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer? ☐ Yes ☒ No

If the answer is Yes, please note that a copy of the agency approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) for activities also regulated under this general permit must be either included or referenced in the SWMP.

#### 8. Public Participation Process

The Office of Chief Clerk will send the operator or person responsible for publishing notice, the notice of the executive director's preliminary determination of the NOI and SWMP, for publishing in a newspaper of largest circulation in the county where the small MS4 is located. If multiple counties, notice must be published at least once in the newspaper of largest circulation in the county containing the largest resident population.

The applicant must file with the Chief Clerk a copy of an affidavit of the publication within 60 days of receiving the written instructions from the Office of Chief Clerk.

a. I will comply with the Public Participation requirements described in Part II.D.12 of the general permit. ☒ Yes ☐ No  
If No, coverage under this general permit is not obtainable.

b. Who is the person responsible for publishing notice of the executive director's preliminary determination on the NOI and SWMP? (Note: All contact information requested below is required.)

Name: D. Jesse Hegemier, P.E. Title: County Engineer Company: Fort Bend County

Address: 1124 Blume Rd. Suite No./Bldg. No./Mail Code:

City: Rosenberg State: TX Zip Code: 77471

Phone No.: ( 281 ) 633-7500 Extension:

Fax No.: ( 281 ) 342-7366 E-mail Address:

c. What is the name and location of the public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be viewed?

Name of Public Place: Fort Bend County Engineering Department

Address of Public Place: 1124 Blume Rd., Rosenberg, TX

County of Public Place: Fort Bend County

## E. CERTIFICATION

Check "Yes" to the certifications below. **Failure to indicate "Yes" to ALL items may result in denial of coverage under the general permit.**

**I certify that I have obtained a copy and understand the terms and conditions of the general permit TXR040000.**

☒ Yes

I certify that the small MS4 qualifies for coverage under the general permit TXR040000.

☒ Yes

I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.

☒ Yes

I understand that permits active on September 1st of each year will be assessed an Annual Water Quality Fee.

☒ Yes

**Operator Certification:**

I, \_\_\_\_\_  
Typed or printed name Title

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Use blue ink)

## **FORT BEND COUNTY**

### **SELECTION of BEST MANAGEMENT PRACTICES (BMP)**

Addressing the Six Minimum Control Measures (MCM) Specified in General Permit No. TXR040000

prepared in accordance with

### **TPDES STORM WATER PHASE II**

Requirements for Municipal Separate Storm Sewer Systems (MS4)

January 15, 2008

## TABLE OF CONTENTS

|   |    |  |    |
|---|----|--|----|
| MCM 1 - Public Education and Outreach .....               | 3  | MCM 4 - Construction Site Runoff Control .....       | 14 |
| BMP 1-1: Extension Programs Promotion .....               | 3  | BMP 4-1: Stormwater Mgt. Promotion .....             | 14 |
| BMP 1-2: Health Dept. Presentations .....                 | 4  | BMP 4-2: Inspection Authority Evaluation .....       | 14 |
| BMP 1-3: Beat the Baron Waste .....                       | 4  | BMP 4-3: SW3P Enforcement .....                      | 15 |
| BMP 1-4: TCEQ Publications .....                          | 5  | BMP 4-4: Permit Brochure .....                       | 15 |
| MCM 2 - Public Participation .....                        | 6  | MCM 5 - Post-Construction Site Runoff Control .....  | 16 |
| BMP 2-1: Master Gardener .....                            | 6  | BMP 5-1: Platting Authority Evaluation .....         | 16 |
| BMP 2-2: Keep Sugar Land Beautiful .....                  | 6  | BMP 5-2: Platting Requirements .....                 | 16 |
| BMP 2-3: SWMP Task Force .....                            | 7  | BMP 5-3: Site Runoff Brochure .....                  | 17 |
| BMP 2-4: Storm Drain Stenciling .....                     | 7  | BMP 5-4: Channel Requirements .....                  | 17 |
| BMP 2-5: Public Notice .....                              | 8  | BMP 5-5: Channel Maintenance .....                   | 18 |
| MCM 3 - Illicit Discharge Detection and Elimination ..... | 9  | MCM 6 - Good Housekeeping and Other Strategies ..... | 19 |
| BMP 3-1: Recycle Center Promotion .....                   | 9  | BMP 6-1: Facility Drainage .....                     | 19 |
| BMP 3-2: Comprehensive Drainage GIS .....                 | 10 | BMP 6-2: Spill Kits .....                            | 19 |
| BMP 3-3: Environmental Health Promotion .....             | 11 | BMP 6-3: Drng. Dist. Housekeeping .....              | 20 |
| BMP 3-4: Environmental Health Evaluation .....            | 11 | BMP 6-4: Road and Bridge Maintenance .....           | 20 |
| BMP 3-5: SBLGA Promotion .....                            | 12 |  |    |
| BMP 3-6: HHW Program .....                                | 13 |  |    |

## MCM 1 - Public Education and Outreach

### BMP 1-1: Extension Programs Promotion

| Description   |  | Measurable Goals  |                  |           |          |
|---|--|---|------------------|-----------|----------|
| Improved public access to information regarding existing Fort Bend County Extension Office education programs addressing nonpoint source pollution issues relevant to residents and businesses.                           |  | Addition of a direct link in Fort Bend County's existing web page.  |                  |           |          |
|   |  | Documented evaluation and recommendations regarding public access to relevant Extension Office information. |                  |           |          |
|   |  | Implementation of recommendations.  |                  |           |          |
| Activity  |  | Coordination  | Responsibility   | Est. Cost | Schedule |
| Add direct link to Fort Bend County Extension Office web page in Fort Bend County's <i>Residents and Visitors</i> webpage.  |  | IT Dept. App/Sys Co-Mgr.  | Drng. Dist. Mgr. | NA        | Year 1   |
| Evaluate and provide recommendations for improving public access to information made available by the Fort Bend County Extension Office addressing nonpoint source pollution issues relevant to residents and businesses. |  | Extension Office<br>Master Gardeners' Association   | Drng. Dist. Mgr. | NA        | Year 1   |
| Implement recommended improvements.   |  | Extension Office<br>Master Gardeners' Association   | Drng. Dist. Mgr. | NA        | Year 1   |



**BMP 1-2: Health Dept. Presentations**

| <b>Description</b>  |  | <b>Measurable Goals</b>  |                       |                  |                 |
|---|--|--|-----------------------|------------------|-----------------|
| Provide presentations that address nonpoint source pollution issues that are relevant to Fort Bend County residents and businesses. |  | Incorporation into or preparation of a presentation addressing nonpoint source pollution issues relevant to Fort Bend County residents and businesses. |                       |                  |                 |
| Performance of four yearly presentations at selected venues.  |  |  |                       |                  |                 |
| <b>Activity</b>   |  | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Plan venues for yearly presentations.   |  | Selected venues  | Engineering Dept.     | NA               | Years 1-5       |
| Incorporate into or prepare presentation.   |  | Various  | Engineering Dept.     | NA               | Year 1          |
| Present information at least yearly at selected venues  |  | Selected venues  | Engineering Dept.     | NA               | Years 2-5       |

**BMP 1-3: Beat the Baron Waste**

| <b>Description</b>                                |  | <b>Measurable Goals</b>  |                       |                  |                 |
|---|--|--|-----------------------|------------------|-----------------|
| Implement LCRA's Beat the Baron Waste curriculum. |  | Provide one teachers' workshop to expand the fifth grade curriculum. |                       |                  |                 |
| <b>Activity</b>                                   |  | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Coordinate a teachers' workshop.                  |  | LCRA, H-GAC, Katy, Fort Bend, Stafford, Lamar Consolidated ISDs      | Engineering Dept.     | NA               | Year 2          |
| Sponsor a teachers' workshop.                     |  | LCRA, H-GAC  | Engineering Dept.     | NA               | Year 2          |

**BMP 1-4: TCEQ Publications**

| <b>Description</b>   |  | <b>Measurable Goals</b>   |                       |                  |                 |
|--|--|---|-----------------------|------------------|-----------------|
| Distribution of TCEQ's nonpoint source pollution prevention publications.                    |  | Distribute nonpoint source pollution prevention publications to at least 1,000 residences and businesses. |                       |                  |                 |
| <b>Activity</b>  |  | <b>Coordination</b>   | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Plan an effective distribution of available nonpoint source pollution prevention literature. |  | TCEQ, FBC Libraries, Tax Office   | Drng. Dist. Mgr.      | NA               | Year 2          |
| Purchase and produce recommended materials.  |  | TCEQ  | Drng. Dist. Mgr.      | NA               | Year 2          |
| Distribute information.  |  | FBC Libraries, Tax Office   | Drng. Dist. Mgr.      | NA               | Years 2-5       |
| Distribute brochures to contractors and homeowners applying for development permits.         |  | Engineering Dept.   | Drng. Dist. Mgr.      | NA               | Years 2-5       |
| Coordinate with the Greater Houston Builders Association on their membership education.      |  | Drng. Dist. Mgr.  | Drng. Dist. Mgr.      | NA               | Years 2-5       |

## MCM 2 - Public Participation

### BMP 2-1: Master Gardener

| Description  | Measurable Goals   |                   |           |          |
|--|--|-------------------|-----------|----------|
| Evaluation of Extension Office's existing Agricultural and Master Gardener programs with respect to nonpoint source pollution content relevant to Fort Bend County residents and businesses. | Documented evaluation and recommendations regarding content. |                   |           |          |
|  | Implementation of recommendations.                           |                   |           |          |
| Activity   | Coordination   | Responsibility    | Est. Cost | Schedule |
| Evaluate and provide recommendations regarding the Extension Office's Agricultural and Master Gardener programs' nonpoint source pollution content.  | Extension Office   | Engineering Dept. | NA        | Year 2   |
| Implement actionable recommendations.  | Extension Office   | Engineering Dept. | NA        | Year 2   |

### BMP 2-2: Keep Sugar Land Beautiful

| Description  | Measurable Goals                   |                   |           |           |
|--|------------------------------------|-------------------|-----------|-----------|
| Participate in Keep Sugar Land Beautiful's (KSLB) programs.  | Yearly participation in the event. |                   |           |           |
| Activity   | Coordination                       | Responsibility    | Est. Cost | Schedule  |
| Coordinate with the KSLB event planner and Recycling Center staff to facilitate Battery/ Oil/ Paint/ Antifreeze (BOPA) recycling as part of their award program. | KSLP/ Recycling Center             | Engineering Dept. | NA        | Years 1-5 |

**BMP 2-3: SWMP Task Force**

| Description  | Measurable Goals   |                  |           |           |
|--|--|------------------|-----------|-----------|
| Creation of a SWMP implementation task force with public entity participation.         | Task Force creation, coordination and attendance of initial meeting. |                  |           |           |
|  | Participation in subsequent meetings.                                |                  |           |           |
| Activity   | Coordination   | Responsibility   | Est. Cost | Schedule  |
| Identify and contact municipalities with potential interest in task force involvement. | Various  | Drng. Dist. Mgr. | NA        | Year 1    |
| Schedule initial task force meeting and prepare agenda.                                | Various  | Drng. Dist. Mgr. | NA        | Year 1    |
| Host initial meeting and document/ distribute meeting minutes, including action items. | Various  | Drng. Dist. Mgr. | NA        | Year 1    |
| Participate in subsequently scheduled task force meetings.                             | Various  | Drng. Dist. Mgr. | NA        | Years 2-5 |

**BMP 2-4: Storm Drain Stenciling**

| Description   | Measurable Goals   |                  |           |          |
|---|--|------------------|-----------|----------|
| Promotion of TCEQ's storm drain stenciling program to volunteer organizations.                              | Distribution of TCEQ stenciling program information through at least three (3) venues or events. |                  |           |          |
| Activity  | Coordination   | Responsibility   | Est. Cost | Schedule |
| Contact TCEQ and request information regarding stenciling program.  | TCEQ   | Drng. Dist. Mgr. | NA        | Year 3   |
| Distribute information through existing newsletters, fairs, libraries and other available venues or events. | various  | Drng. Dist. Mgr. | NA        | Year 3   |

**BMP 2-5: Public Notice**

| <b>Description</b>                                 | <b>Measurable Goals</b>  |                       |                  |
|--|--|-----------------------|------------------|
| Compliance with permit public notice requirements. | Provision of public notice per TPDES Phase II MS4 General Permit requirements. |                       |                  |
| <b>Activity</b>                                    | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> |
| As determined by the TCEQ                          | TCEQ   | Drng. Dist. Mgr.      | NA               |
|  |  |                       | Year 1           |

### MCM 3 - Illicit Discharge Detection and Elimination

#### BMP 3-1: Recycle Center Promotion

| Description   |  | Measurable Goals   |                   |           |          |
|---|--|--|-------------------|-----------|----------|
| Improved public access to information regarding existing Fort Bend County Recycle Center's household hazardous waste disposal services.                 |  | Addition of a direct link in Fort Bend County's existing <i>Residents and Visitors</i> web page.         |                   |           |          |
|   |  | Documented evaluation and recommendations regarding availability of relevant Recycle Center information. |                   |           |          |
|   |  | Implementation of recommendations.   |                   |           |          |
| Activity  |  | Coordination   | Responsibility    | Est. Cost | Schedule |
| Add direct link to Recycle Center web page in Fort Bend County's <i>Residents and Visitors</i> web page.  |  | IT Dept. App/Sys Co-Mgr.   | Engineering Dept. | NA        | Year 1   |
| Evaluate and provide recommendations for improving public access to information regarding Recycle Center's household hazardous waste disposal services. |  | Recycle Center   | Engineering Dept. | NA        | Year 1   |
| Implement recommended improvements.   |  | Recycle Center   | Engineering Dept. | NA        | Year 1   |

**BMP 3-2: Comprehensive Drainage GIS**

| Description   | Measurable Goals  |                  |           |           |
|---|---|------------------|-----------|-----------|
| Development of a GIS-based application representing roadways, channels, and outfalls maintained by Fort Bend County and the Fort Bend County Drainage District. This would assist in locating illicit discharges and otherwise serve as a tool in storm water planning. | Documented software needs assessment.                             |                  |           |           |
|   | Software purchase.  |                  |           |           |
|   | Incorporation of available drainage data into a GIS.              |                  |           |           |
|   | Incorporation of needed additional information into existing GIS. |                  |           |           |
| Activity  | Coordination  | Responsibility   | Est. Cost | Schedule  |
| Purchase GIS software.  | Commissioners' Court  | Drng. Dist. Mgr. | NA        | Year 1    |
| Purchase GPS equipment.   | Commissioners' Court  | Drng. Dist. Mgr. | NA        | Year 1    |
| Incorporate available drainage data into a GIS.   | County Engineer   | Drng. Dist. Mgr. | NA        | Year 2-5  |
| Secure any needed additional information, such as outfall size, location, and contributing network, and incorporate it into the GIS.  | County Engineer   | Drng. Dist. Mgr. | NA        | Years 3-5 |

**BMP 3-3: Environmental Health Promotion**

| <b>Description</b>   |  | <b>Measurable Goals</b>  |                       |                  |                 |
|--|--|--|-----------------------|------------------|-----------------|
| Improved public access to information regarding existing Environmental Health with respect to illicit discharge reporting. |  | Addition of a direct link in Fort Bend County's existing <i>Residents and Visitors</i> web page.       |                       |                  |                 |
|  |  | Documented evaluation and recommendations regarding public awareness of Environmental Health services. |                       |                  |                 |
|  |  | Implementation of recommendations.   |                       |                  |                 |
| <b>Activity</b>  |  | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Add direct link to Environmental Health web page in Fort Bend County's <i>Residents and Visitors</i> web page.             |  | IT Dept. App/Sys Co-Mgr.   | Env. Health Dept.     | NA               | Year 1          |
| Evaluate and provide recommendations for improving public access to information regarding existing Environmental Health.   |  | Env. Health Dept.  | Env. Health Dept.     | NA               | Year 1          |
| Implement recommended improvements.  |  | Env. Health Dept.  | Env. Health Dept.     | NA               | Year 1          |

**BMP 3-4: Environmental Health Evaluation**

| <b>Description</b>   |  | <b>Measurable Goals</b>  |                                     |                  |                 |
|--|--|--|-------------------------------------|------------------|-----------------|
| Evaluation of Environmental Crime Unit function with respect to nonpoint source pollution content relevant to Fort Bend County residents and businesses. |  | Documented evaluation and recommendations regarding Crime Unit function. |                                     |                  |                 |
|  |  | Implementation of recommendations.                                       |                                     |                  |                 |
| <b>Activity</b>  |  | <b>Coordination</b>  | <b>Responsibility</b>               | <b>Est. Cost</b> | <b>Schedule</b> |
| Evaluate and provide recommendations for improving Environmental Health Department functions with respect to illicit discharge.                          |  | Env. Health Dept.<br>Attny's Office                                      | Attny's Office<br>Env. Health Dept. | NA               | Year 4          |
| Implement recommended measures.  |  | Internal Training  | Env. Health Dept                    | NA               | Years 4-5       |



**BMP 3-5: SBLGA Promotion**

| Description   | Measurable Goals  |
|---|---|
| Improved awareness of available Small Business and Local Government Assistance (SBLGA) services.  | Distribution of TCEQ's flyer to at least 100 visitors to the Fort Bend County offices in each of Years 2-5.   |
| <b>Activity</b><br>Add direct link to SBLGA web page in Fort Bend County's <i>Residents and Visitors</i> web page.<br>Produce at least 500 copies of TCEQ's "You Can Call on Us" publication.<br>Distribute flyer to contractors, developers and other small business representatives upon visiting or otherwise contacting the Fort Bend County Engineer's Office or Community Development Department.<br>Post or distribute flyer at Fort Bend County offices and libraries, and during appropriate County-represented public events. | Posting or providing at least 25 flyers at County offices and/or County-represented events in each of Years 2-5.<br><br><b>Coordination</b><br>IT App/Sys Co-Mgr.<br>Vendor<br>Various<br>Libraries<br><br><b>Responsibility</b><br>County Engineer<br>County Engineer<br>County Engineer<br>County Engineer<br><br><b>Est. Cost</b><br>NA<br>NA<br>NA<br>NA<br><br><b>Schedule</b><br>Year 2<br>Year 2<br>Years 2-5<br>Years 2-5 |

**BMP 3-6: HHW Program**

| <b>Description</b>  |   | <b>Measurable Goals</b>                           |                  |                 |
|---|---|---|------------------|-----------------|
| Household Hazardous Waste Collection at Recycle Center.                             |   | Household Hazardous Waste Collection.             |                  |                 |
|   |   | Documented evaluation of program's effectiveness. |                  |                 |
|   |   | Implementation of recommendations.                |                  |                 |
| <b>Activity</b>   | <b>Coordination</b>   | <b>Responsibility</b>                             | <b>Est. Cost</b> | <b>Schedule</b> |
| Plan, schedule, advertise, coordinate and produce program.                          | FBC Commissioners<br>Haz. Waste Disposal Contractor(s)<br>Recycle Center<br>Advertising Media | Engineering Dept..                                | NA               | Year 3          |
| Evaluate effectiveness and provide recommendations regarding production of program. | FBC Commissioners   | Engineering Dept.                                 | NA               | Year 4          |
| Implement recommended measures.   | Various   | Engineering Dept.                                 | NA               | Year 5          |

**MCM 4 - Construction Site Runoff Control****BMP 4-1: Stormwater Mgt. Promotion**

| Description   |   | Measurable Goals  |           |           |
|---|---|---|-----------|-----------|
| Improved public awareness of existing construction storm water management information, including the Texas Nonpoint Sourcebook and the Storm Water Management Handbook for Construction Activities.                                     |   | Addition of links to existing construction storm water management web sites in "FAQs & Links" web page.   |           |           |
|   |   | Maintenance of publication hard copies for public reference at County Engineer's office, in the Community Development Department, and at County libraries and Drainage District office. |           |           |
| Activity  | Coordination                                    | Responsibility  | Est. Cost | Schedule  |
| Add links to existing construction storm water management web sites in Fort Bend County Engineering's "FAQs & Links" web page.  | IT Dept. App/Sys Co-Mgr.                        | County Engineer   | NA        | Year 1    |
| Print (or order) and maintain hard copies of available Sourcebook and Handbook for public reference at the County Engineer's office, in the Community Development Department, and at the County libraries and Drainage District office. | Community Development Dept.<br>County Libraries | County Engineer   | NA        | Years 1-5 |

**BMP 4-2: Inspection Authority Evaluation**

| Description  | Measurable Goals  |                 |           |          |
|--|---|-----------------|-----------|----------|
| Evaluation of authority to enforce construction Storm Water Pollution Prevention Plan (SW3P) compliance. | Documented evaluation of authority with respect to construction SW3P enforcement. |                 |           |          |
| Activity   | Coordination  | Responsibility  | Est. Cost | Schedule |
| Evaluate county authority with respect to construction SW3P enforcement.                                 | County Attorney   | County Engineer | NA        | Year 2   |

**BMP 4-3: SW3P Enforcement**

| <b>Description</b>   |  | <b>Measurable Goals</b>   |                       |                  |                 |
|--|--|---|-----------------------|------------------|-----------------|
| Development and implementation of specific procedures for construction SW3P enforcement.         |  | Documented recommendations providing specific, authorized enforcement procedures. |                       |                  |                 |
| Implementation of recommendations.   |  |   |                       |                  |                 |
| <b>Activity</b>  |  | <b>Coordination</b>   | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Provide recommendations for specific enforcement procedures in accordance with BMP 4-2 findings. |  | Various   | County Engineer       | NA               | Year 3          |
| Implement recommended measures.  |  | Various   | County Engineer       | NA               | Years 3-5       |

**BMP 4-4: Permit Brochure**

| <b>Description</b>  |  | <b>Measurable Goals</b>   |                       |                  |                 |
|---|--|---|-----------------------|------------------|-----------------|
| Development and distribution of an informative brochure to permit applicants.   |  | Yearly distribution of at least 100 brochures to permit applicants proposing construction activity. |                       |                  |                 |
|   |  |   |                       |                  |                 |
| <b>Activity</b>   |  | <b>Coordination</b>   | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Develop a brochure that summarizes construction nonpoint source pollution issues and references available sources of more detailed information. |  | Engineering Dept.   | County Engineer       | NA               | Year 2          |
| Publish at least 400 copies and include in website.   |  | Various   | County Engineer       | NA               | Year 2          |
| Distribute to permit applicants proposing construction activity.  |  | Various   | County Engineer       | NA               | Years 2-5       |

## MCM 5 - Post-Construction Site Runoff Control

### BMP 5-1: Platting Authority Evaluation

| Description  |  | Measurable Goals                    |                 |           |          |
|--|--|-------------------------------------|-----------------|-----------|----------|
| Evaluation of authority to require nonpoint source control BMPs as part of platting process.                   |  | Documented evaluation of authority. |                 |           |          |
| Activity   |  | Coordination                        | Responsibility  | Est. Cost | Schedule |
| Evaluate county authority with respect to nonpoint source runoff from new development during platting process. |  | County Attorney                     | County Engineer | NA        | Year 2   |

### BMP 5-2: Platting Requirements

| Description   |  | Measurable Goals   |                 |           |          |
|---|--|--|-----------------|-----------|----------|
| Development and implementation of platting procedures for regulation of post-construction nonpoint source storm water runoff. |  | Documented recommendations providing specific, authorized platting procedures. |                 |           |          |
|   |  | Implementation of recommendations.   |                 |           |          |
| Activity  |  | Coordination   | Responsibility  | Est. Cost | Schedule |
| Provide recommendations for specific platting procedures in accordance with BMP 5-1 findings.                                 |  | County Commissioners   | County Engineer | NA        | Year 4   |
| Implement recommended measures.   |  | --   | County Engineer | NA        | Year 5   |

**BMP 5-3: Site Runoff Brochure**

| <b>Description</b>   |  | <b>Measurable Goals</b>   |                       |                  |                 |
|--|--|---|-----------------------|------------------|-----------------|
| Development, and distribution to plat applicants, of an informative brochure addressing post-construction nonpoint source storm water runoff issues. |  | Yearly distribution of at least 100 brochures to permit applicants proposing construction activity. |                       |                  |                 |
| <b>Activity</b>  |  | <b>Coordination</b>   | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Develop a brochure that summarizes post-construction nonpoint source pollution issues and references available sources of more detailed information. |  | Environmental Dept.<br>County Engineer<br>Drng.Dist. Mgr.   | County Engineer       | NA               | Year 2          |
| Publish at least 400 copies.   |  | Vendors   | County Engineer       | NA               | Year 2          |
| Distribute to permit applicants proposing construction activity.   |  | Various   | County Engineer       | NA               | Years 3-5       |

**BMP 5-4: Channel Requirements**

| <b>Description</b>   |  | <b>Measurable Goals</b>   |                       |                  |                 |
|--|--|---|-----------------------|------------------|-----------------|
| Review and evaluation of existing channel design, construction, inspection and acceptance requirements with respect to channel stability, erosion and sedimentation control. |  | Documented evaluation and recommendations regarding channel design, construction, inspection and acceptance requirements in Year 3.<br>Implementation of recommendations. |                       |                  |                 |
| <b>Activity</b>  |  | <b>Coordination</b>   | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Review and evaluate existing channel design, construction, inspection, and acceptance requirements with respect to channel stability, erosion and sedimentation control.     |  | Various   | Drng. Dist. Mgr.      | NA               | Year 3          |
| Develop recommendations per findings.  |  | County Commissioners  | Drng. Dist. Mgr.      | NA               | Year 3          |
| Implement recommended measures.  |  | Internal Training   | Drng. Dist. Mgr.      | NA               | Years 4-5       |

**BMP 5-5: Channel Maintenance**

| <b>Description</b>   | <b>Measurable Goals</b>   |                       |
|--|---|-----------------------|
| Evaluation of and improvements to channel maintenance procedures as they affect channel stability, erosion and sedimentation control.                  | Documented evaluation and recommendations regarding channel maintenance procedures. |                       |
|  | Implementation of recommendations.  |                       |
| <b>Activity</b>  | <b>Coordination</b>   | <b>Responsibility</b> |
| Evaluate and provide recommendations for improving channel maintenance procedures as they affect channel stability, erosion and sedimentation control. | Various   | Drng. Dist. Mgr.      |
| Implement recommended measures.  | Internal Training   | Drng. Dist. Mgr.      |
|  |   | Est. Cost             |
|  |   | Schedule              |
|  |   | Year 2                |
|  |   | Years 3-5             |

## MCM 6 - Good Housekeeping and Other Strategies

### BMP 6-1: Facilities Drainage

| Description  |  | Measurable Goals   |                |           |          |
|--|--|--|----------------|-----------|----------|
| Evaluation of and improvements to maintenance facilities drainage (including equipment wash area) in order to prevent or reduce contaminated overflow offsite. |  | Documented evaluation and recommendations regarding maintenance facilities drainage. |                |           |          |
| Implementation of recommendations.   |  |  |                |           |          |
| Activity   |  | Coordination   | Responsibility | Est. Cost | Schedule |
| Evaluate drainage situation and recommend improvements.  |  | Various  | Maint. Super.  | NA        | Year 2   |
| Implement recommended measures.  |  | Various  | Maint. Super.  | NA        | Year 2   |

### BMP 6-2: Spill Kits

| Description   |  | Measurable Goals  |                |           |          |
|---|--|---|----------------|-----------|----------|
| Provide spill kits at maintenance facility and spill response training for personnel.   |  | Two spill kits provided.  |                |           |          |
|   |  | One (1) training session for existing maintenance personnel.                    |                |           |          |
|   |  | One (1) training session for new employees working at the maintenance facility. |                |           |          |
| Activity  |  | Coordination  | Responsibility | Est. Cost | Schedule |
| Equip maintenance facilities with at least two (2) spill kits containing drain mats, rags, sorbent material, broom, mop, dustpan, and gloves. |  | Various   | Maint. Super.  | NA        | Year 1   |



|  |                   |               |    |           |
|--|-------------------|---------------|----|-----------|
| Develop and provide yearly training sessions to existing and new maintenance facility personnel regarding offsite water pollution concerns that can be prevented by improved housekeeping practices. | Internal Training | Maint. Super. | NA | Years 2-5 |
|--|-------------------|---------------|----|-----------|

**BMP 6-3: Facilities Housekeeping**

| <b>Description</b>   | <b>Measurable Goals</b>  |                       |                  |                 |
|--|--|-----------------------|------------------|-----------------|
| Evaluation of and improvements to drainage maintenance housekeeping practices as they may apply to nonpoint source pollution control.                | Documented evaluation and recommendations.<br>Implementation of recommendations. |                       |                  |                 |
| <b>Activity</b>  | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Evaluate and provide recommendations to improve good housekeeping practices as they apply to routine and occasional drainage maintenance procedures. | Various  | Dept. Mgrs.           | NA               | Year 2          |
| Implement recommended measures.  | Internal Training  | Dept. Mgrs.           | NA               | Years 3-5       |

**BMP 6-4: Roads and Bridges Maintenance**

| <b>Description</b>  | <b>Measurable Goals</b>  |                       |                  |                 |
|---|--|-----------------------|------------------|-----------------|
| Evaluation of street maintenance and roadside ditch dip-out procedures, including housekeeping practices, as they may apply to nonpoint source pollution control.   | Documented evaluation of street maintenance and roadside ditch dip-out procedures.<br>Implementation of recommendations. |                       |                  |                 |
| <b>Activity</b>   | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Evaluate and provide recommendations for improving street maintenance (including resurfacing, repairs, sweeping, etc.) and ditch dip-out procedures as they may apply to nonpoint source pollution control. | Engineering Dept.  | Dept. Mgrs.           | NA               | Year 2          |
| Implement recommended measures.   | Internal Training  | Dept. Mgrs.           | NA               | Years 3-5       |

**FORT BEND COUNTY DRAINAGE DISTRICT  
FORT BEND COUNTY**

**SELECTION of BEST MANAGEMENT PRACTICES (BMP)**

Addressing the Six Minimum Control Measures (MCM) Specified in General Permit No. TXR040000

prepared in accordance with

**TPDES STORM WATER PHASE II**

Requirements for Municipal Separate Storm Sewer Systems (MS4)

January 15, 2008

## TABLE OF CONTENTS

|   |    |   |    |
|---|----|---|----|
| MCM 1 - Public Education and Outreach .....               | 3  | MCM 4 - Construction Site Runoff Control .....      | 15 |
| BMP 1-1: Extension Programs Promotion .....               | 3  | BMP 4-1: Stormwater Mgt. Promotion .....            | 15 |
| BMP 1-2: Engineering/Drainage Presentations .....         | 4  | BMP 4-2: Inspection Authority Evaluation .....      | 15 |
| BMP 1-3: Beat the Baron Waste.....                        | 4  | BMP 4-3: SW3P Enforcement .....                     | 16 |
| BMP 1-4: TCEQ Publications .....                          | 5  | BMP 4-4: Permit Brochure .....                      | 16 |
| MCM 2 - Public Participation .....                        | 6  | MCM 5 - Post-Construction Site Runoff Control ..... | 17 |
| BMP 2-1: Master Gardener .....                            | 6  | BMP 5-1: Platting Authority Evaluation .....        | 17 |
| BMP 2-2: Keep Sugar Land Beautiful .....                  | 6  | BMP 5-2: Platting Requirements .....                | 17 |
| BMP 2-3: SWMP Task Force.....                             | 7  | BMP 5-3: Site Runoff Brochure.....                  | 18 |
| BMP 2-4: Storm Drain Stenciling.....                      | 7  | BMP 5-4: Channel Requirements.....                  | 18 |
| BMP 2-5: Public Notice .....                              | 8  | BMP 5-5: Channel Maintenance .....                  | 19 |
| MCM 3 - Illicit Discharge Detection and Elimination ..... | 9  | MCM 6 - Good Housekeeping and Other Strategies..... | 20 |
| BMP 3-1: Recycle Center Promotion.....                    | 9  | BMP 6-1: Facility Drainage.....                     | 20 |
| BMP 3-2: Comprehensive Drainage GIS .....                 | 10 | BMP 6-2: Spill Kits .....                           | 20 |
| BMP 3-3: Environmental Promotion .....                    | 11 | BMP 6-3: Dmg. Dist. Housekeeping.....               | 21 |
| BMP 3-4: Environmental Evaluation .....                   | 11 | BMP 6-4: Road and Bridge Maintenance.....           | 21 |
| BMP 3-5: SBLGA Promotion.....                             | 12 | BMP 6-5: Employee Training .....                    | 22 |
| BMP 3-6: Free HHW Event .....                             | 13 |   |    |
| BMP 3-7: Illicit Discharge Detection.....                 | 13 |   |    |
| BMP 3-8: Illicit Discharge Elimination.....               | 14 |   |    |

## MCM 1 - Public Education and Outreach

### BMP 1-1: Extension Programs Promotion

| Description   | Measurable Goals  |                 |           |          |
|---|---|-----------------|-----------|----------|
| Improved public access to information regarding existing Fort Bend County Extension Office education programs addressing nonpoint source pollution issues relevant to residents and businesses.                           | Addition of a direct link in Fort Bend County's existing web page.  |                 |           |          |
|   | Documented evaluation and recommendations regarding public access to relevant Extension Office information. |                 |           |          |
|   | Implementation of recommendations.  |                 |           |          |
| Activity  | Coordination  | Responsibility  | Est. Cost | Schedule |
| Add direct link to Fort Bend County Extension Office web page in Fort Bend County's <i>Residents and Visitors</i> webpage.  | IT Dept. App/Sys Co-Mgr.  | Dmg. Dist. Mgr. | NA        | Year 1   |
| Evaluate and provide recommendations for improving public access to information made available by the Fort Bend County Extension Office addressing nonpoint source pollution issues relevant to residents and businesses. | Extension Office<br>Master Gardeners' Association   | Dmg. Dist. Mgr. | NA        | Year 1   |
| Implement recommended improvements.   | Extension Office<br>Master Gardeners' Association   | Dmg. Dist. Mgr. | NA        | Year 1   |

**BMP 1-2: Engineering/Drainage Presentations**

| <b>Description</b>  |  | <b>Measurable Goals</b>  |                       |                  |                 |
|---|--|--|-----------------------|------------------|-----------------|
| Provide presentations that address nonpoint source pollution issues that are relevant to Fort Bend County residents and businesses. |  | Incorporation into or preparation of a presentation addressing nonpoint source pollution issues relevant to Fort Bend County residents and businesses. |                       |                  |                 |
|   |  | Performance of four yearly presentations at selected venues.   |                       |                  |                 |
| <b>Activity</b>   |  | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Plan venues for yearly presentations.   |  | Selected venues  | Engineering Dept.     | NA               | Years 1-5       |
| Incorporate into or prepare presentation.   |  | Various  | Engineering Dept.     | NA               | Year 1          |
| Present information at least yearly at selected venues  |  | Selected venues  | Engineering Dept.     | NA               | Years 2-5       |

**BMP 1-3: Beat the Baron Waste**

| <b>Description</b>                                |  | <b>Measurable Goals</b>  |                       |                  |                 |
|---|--|--|-----------------------|------------------|-----------------|
| Implement LCRA's Beat the Baron Waste curriculum. |  | Provide one teachers' workshop to expand the fifth grade curriculum. |                       |                  |                 |
| <b>Activity</b>                                   |  | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |
| Coordinate a teachers' workshop.                  |  | LCRA, H-GAC, Katy, Fort Bend, Stafford, Lamar Consolidated ISDs      | Engineering Dept.     | NA               | Year 2          |
| Sponsor a teachers' workshop.                     |  | LCRA, H-GAC  | Engineering Dept.     | NA               | Year 2          |

**BMP 1-4: TCEQ Publications**

| <b>Description</b>   | <b>Measurable Goals</b> |   | <b>3ini./date</b>     |                 |
|--|-------------------------|---|-----------------------|-----------------|
|  | <b>Activity</b>         | <b>Coordination</b>                       | <b>Responsibility</b> | <b>Schedule</b> |
| Distribution of TCEQ's nonpoint source pollution prevention publications.                    |                         | TCEQ, FBC Libraries, Tax Office           | Dmg. Dist. Mgr.       | Year 2          |
| Plan an effective distribution of available nonpoint source pollution prevention literature. |                         | TCEQ                                      | Dmg. Dist. Mgr.       | Year 2          |
| Purchase and produce recommended materials.  |                         | FBC Libraries, Tax Office                 | Dmg. Dist. Mgr.       | Years 2-5       |
| Distribute information.  |                         | Engineering Dept.<br>Environmental Health | Dmg. Dist. Mgr.       | Years 2-5       |
| Distribute brochures to contractors and homeowners applying for development permits.         |                         | Dmg. Dist. Mgr.                           | Dmg. Dist. Mgr.       | Years 2-5       |
| Coordinate with the Greater Houston Builders Association on their membership education.      |                         |   | NA                    | Years 2-5       |

## MCM 2 - Public Participation

### BMP 2-1: Master Gardener

| Description  | Measurable Goals   |                   |           |          | 3ini./date |
|--|--|-------------------|-----------|----------|------------|
| Evaluation of Extension Office's existing Agricultural and Master Gardener programs with respect to nonpoint source pollution content relevant to Fort Bend County residents and businesses. | Documented evaluation and recommendations regarding content. |                   |           |          |            |
|  | Implementation of recommendations.                           |                   |           |          |            |
| Activity   | Coordination   | Responsibility    | Est. Cost | Schedule |            |
| Evaluate and provide recommendations regarding the Extension Office's Agricultural and Master Gardener programs' nonpoint source pollution content.  | Extension Office   | Engineering Dept. | NA        | Year 2   |            |
| Implement actionable recommendations.  | Extension Office   | Engineering Dept. | NA        | Year 2   |            |

### BMP 2-2: Keep Sugar Land Beautiful

| Description  | Measurable Goals                   |                   |           |           | 3ini./date |
|--|------------------------------------|-------------------|-----------|-----------|------------|
| Participate in Keep Sugar Land Beautiful's (KSLB) programs.  | Yearly participation in the event. |                   |           |           |            |
|  |                                    |                   |           |           |            |
| Activity   | Coordination                       | Responsibility    | Est. Cost | Schedule  |            |
| Coordinate with the KSLB event planner and Recycling Center staff to facilitate Battery/ Oil/ Paint/ Antifreeze (BOPA) recycling as part of their award program. | KSLP/ Recycling Center             | Engineering Dept. | NA        | Years 1-5 |            |

### BMP 2-3: SWMP Task Force

| Description  |  | Measurable Goals   |                 | 3ini./date |           |
|--|--|--|-----------------|------------|-----------|
| Creation of a SWMP implementation task force with public entity participation.         |  | Task Force creation, coordination and attendance of initial meeting. |                 |            |           |
|  |  | Participation in subsequent meetings.                                |                 |            |           |
| Activity   |  | Coordination   | Responsibility  | Est. Cost  | Schedule  |
| Identify and contact municipalities with potential interest in task force involvement. |  | Various  | Dmg. Dist. Mgr. | NA         | Year 1    |
| Schedule initial task force meeting and prepare agenda.                                |  | Various  | Dmg. Dist. Mgr. | NA         | Year 1    |
| Host initial meeting and document/ distribute meeting minutes, including action items. |  | Various  | Dmg. Dist. Mgr. | NA         | Year 1    |
| Participate in subsequently scheduled task force meetings.                             |  | Various  | Dmg. Dist. Mgr. | NA         | Years 2-5 |

### BMP 2-4: Storm Drain Stenciling

| Description   |  | Measurable Goals   |                 | 3ini./date |          |
|---|--|--|-----------------|------------|----------|
| Promotion of TCEQ's storm drain stenciling program to volunteer organizations.                              |  | Distribution of TCEQ stenciling program information through at least three (3) venues or events. |                 |            |          |
| Activity  |  | Coordination   | Responsibility  | Est. Cost  | Schedule |
| Contact TCEQ and request information regarding stenciling program.  |  | TCEQ   | Dmg. Dist. Mgr. | NA         | Year 3   |
| Distribute information through existing newsletters, fairs, libraries and other available venues or events. |  | various  | Dmg. Dist. Mgr. | NA         | Year 3   |



**BMP 2-5: Public Notice**

| Description  | Measurable Goals   |                 |           |          | 3ini./date |
|--|--|-----------------|-----------|----------|------------|
| Compliance with permit public notice requirements. | Provision of public notice per TPDES Phase II MS4 General Permit requirements. |                 |           |          |            |
| Activity   | Coordination   | Responsibility  | Est. Cost | Schedule |            |
| As determined by the TCEQ                          | TCEQ   | Dmg. Dist. Mgr. | NA        | Year 1   |            |

### MCM 3 - Illicit Discharge Detection and Elimination

#### BMP 3-1: Recycle Center Promotion

| Description   | Measurable Goals   |                   |           | 3ini./date |
|---|--|-------------------|-----------|------------|
| Improved public access to information regarding existing Fort Bend County Recycle Center's household hazardous waste disposal services.                 | Addition of a direct link in Fort Bend County's existing <i>Residents and Visitors</i> web page.         |                   |           |            |
|   | Documented evaluation and recommendations regarding availability of relevant Recycle Center information. |                   |           |            |
|   | Implementation of recommendations.   |                   |           |            |
| Activity  | Coordination   | Responsibility    | Est. Cost | Schedule   |
| Add direct link to Recycle Center web page in Fort Bend County's <i>Residents and Visitors</i> web page.  | IT Dept. App/Sys Co-Mgr.   | Engineering Dept. | NA        | Year 1     |
| Evaluate and provide recommendations for improving public access to information regarding Recycle Center's household hazardous waste disposal services. | Recycle Center   | Engineering Dept. | NA        | Year 1     |
| Implement recommended improvements.   | Recycle Center   | Engineering Dept. | NA        | Year 1     |

**BMP 3-2: Comprehensive Drainage GIS**

| Description   | Measurable Goals     |   |           |           | 3ini./date |
|---|----------------------|---|-----------|-----------|------------|
| Development of a GIS-based application representing roadways, channels, and outfalls maintained by Fort Bend County and the Fort Bend County Drainage District. This would assist in locating illicit discharges and otherwise serve as a tool in storm water planning. |                      | Documented software needs assessment.                             |           |           |            |
|   |                      | Software purchase.  |           |           |            |
|   |                      | Incorporation of available drainage data into a GIS.              |           |           |            |
|   |                      | Incorporation of needed additional information into existing GIS. |           |           |            |
| Activity  | Coordination         | Responsibility  | Est. Cost | Schedule  |            |
| Purchase GIS software.  | Commissioners' Court | Dmg. Dist. Mgr.   | NA        | Year 1    |            |
| Purchase GPS equipment.   | Commissioners' Court | Dmg. Dist. Mgr.   | NA        | Year 1    |            |
| Incorporate available drainage data into a GIS.   | County Engineer      | Dmg. Dist. Mgr.   | NA        | Year 2-5  |            |
| Secure any needed additional information, such as outfall size, location, and contributing network, and incorporate it into the GIS.  | County Engineer      | Dmg. Dist. Mgr.   | NA        | Years 3-5 |            |

### BMP 3-3: Environmental Health Promotion

| Description  | Measurable Goals   |                      |           | 3ini./date |
|--|--|----------------------|-----------|------------|
| Improved public access to information regarding existing Environmental Health with respect to illicit discharge reporting. | Addition of a direct link in Fort Bend County's existing <i>Residents and Visitors</i> web page.           |                      |           |            |
|  | Documented evaluation and recommendations regarding public awareness of Environmental Crime Unit services. |                      |           |            |
|  | Implementation of recommendations.   |                      |           |            |
| Activity   | Coordination   | Responsibility       | Est. Cost | Schedule   |
| Add direct link to Environmental Health web page in Fort Bend County's <i>Residents and Visitors</i> web page.             | IT Dept. App/Sys Co-Mgr.   | Environmental Health | NA        | Year 1     |
| Evaluate and provide recommendations for improving public access to information regarding existing Environmental Health.   | Env. Health Dept.  | Environmental Health | NA        | Year 1     |
| Implement recommended improvements.  | Env. Health Dept.  | Environmental Health | NA        | Year 1     |

### BMP 3-4: Environmental Health Evaluation

| Description  | Measurable Goals   |                      |           | 3ini./date |
|--|--|----------------------|-----------|------------|
| Evaluation of Environmental Health function with respect to nonpoint source pollution content relevant to Fort Bend County residents and businesses. | Documented evaluation and recommendations regarding Environmental Health function. |                      |           |            |
|  | Implementation of recommendations.   |                      |           |            |
| Activity   | Coordination   | Responsibility       | Est. Cost | Schedule   |
| Evaluate and provide recommendations for improving Environmental Health functions with respect to illicit discharge.                                 | Env. Health Dept.<br>Attorney's Office   | Environmental Health | NA        | Year 4     |
| Implement recommended measures.  | Internal Training  | Environmental Health | NA        | Years 4-5  |

**BMP 3-5: SBLGA Promotion**

| <b>Description</b>   | <b>Measurable Goals</b>  |                       |                  |                 | <b>3ini./date</b> |
|--|--|-----------------------|------------------|-----------------|-------------------|
| Improved awareness of available Small Business and Local Government Assistance (SBLGA) services.   | Distribution of TCEQ's flyer to at least 100 visitors to the Fort Bend County offices in each of Years 2-5.      |                       |                  |                 |                   |
|  |  |                       |                  |                 |                   |
|  | Posting or providing at least 25 flyers at County offices and/or County-represented events in each of Years 2-5. |                       |                  |                 |                   |
|  |  |                       |                  |                 |                   |
| <b>Activity</b>  | <b>Coordination</b>  | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b> |                   |
| Add direct link to SBLGA web page in Fort Bend County's <i>Residents and Visitors</i> web page.  | IT App/Sys Co-Mgr.   | County Engineer       | NA               | Year 2          |                   |
| Produce at least 500 copies of TCEQ's "You Can Call on Us" publication.  | Vendor   | County Engineer       | NA               | Year 2          |                   |
| Distribute flyer to contractors, developers and other small business representatives upon visiting or otherwise contacting the Fort Bend County Engineer's Office or Community Development Department. | Various  | County Engineer       | NA               | Years 2-5       |                   |
| Post or distribute flyer at Fort Bend County offices and libraries, and during appropriate County-represented public events.   | Libraries  | County Engineer       | NA               | Years 2-5       |                   |

**BMP 3-6: HHW Program**

| <b>Description</b>  |  | <b>Measurable Goals</b>                           |                       |                  | <b>3ini./date</b> |
|---|--|---|-----------------------|------------------|-------------------|
| Household Hazardous Waste Collection at Recycle Center.                             |  | Household Hazardous Waste Collection.             |                       |                  |                   |
|   |  | Documented evaluation of program's effectiveness. |                       |                  |                   |
|   |  | Implementation of recommendations.                |                       |                  |                   |
| <b>Activity</b>   |  | <b>Coordination</b>                               | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b>   |
| Plan, schedule, advertise, coordinate and produce program.                          |  | FBC Commissioners                                 | Engineering Dept..    | NA               | Year 3            |
|   |  | Haz. Waste Disposal Contractor(s)                 |                       |                  |                   |
|   |  | Recycle Center<br>Advertising Media               |                       |                  |                   |
| Evaluate effectiveness and provide recommendations regarding production of program. |  | FBC Commissioners                                 | Engineering Dept.     | NA               | Year 4            |
| Implement recommended measures.   |  | Various   | Engineering Dept.     | NA               | Year 5            |

**BMP 3-7: Illicit Discharge Detection**

| <b>Description</b>  |  | <b>Measurable Goals</b>                                   |                       |                  | <b>3ini./date</b> |
|---|--|---|-----------------------|------------------|-------------------|
| Inspection of outfalls into MS4 system.                     |  | Documentation of 2 annual inspections of each MS4 channel |                       |                  |                   |
| <b>Activity</b>   |  | <b>Coordination</b>                                       | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b>   |
| Area Superintendents inspection of outfalls into MS4 system |  | Drng. Dist. Superintendents                               | Drng. Dist. Mgr.      | NA               | Year 2-5          |

**BMP 3-8: Illicit Discharge Elimination**

| <b>Description</b>  | <b>Measurable Goals</b>  |                                    | <b>3ini./date</b> |                 |
|---|--|------------------------------------|-------------------|-----------------|
|   | Documented contact with source of illicit discharge requesting compliance. |                                    |                   |                 |
| <b>Activity</b>   | <b>Coordination</b>  | <b>Responsibility</b>              | <b>Est. Cost</b>  | <b>Schedule</b> |
| Contact source of illicit discharge and request compliance with environments laws and/or regulations. | Area Superintendent  | Dmg. Dist. Mgr.                    | NA                | Years 2-5       |
| Refer illicit activity to environmental health.   | Health Dept. Mgr.  | Dmg. Dist. Mgr.                    | NA                | Years 2-5       |
| Refer any occurrences not resolved by environmental health unit to TCEQ for administrator penalties.  | Health Dept. Mgr.  | Dmg. Dist. Mgr.<br>County Attorney | NA                | Years 2-5       |

## MCM 4 - Construction Site Runoff Control

### BMP 4-1: Stormwater Mgt. Promotion

| Description   | Measurable Goals  |                 | 3ini./date |           |
|---|---|-----------------|------------|-----------|
|   | Coordination  | Responsibility  | Est. Cost  | Schedule  |
| Improved public awareness of existing construction storm water management information, including the Texas Nonpoint Sourcebook and the Storm Water Management Handbook for Construction Activities. | Add links to existing construction storm water management web sites in Fort Bend County Engineering's "FAQs & Links" web page.  | County Engineer | NA         | Year 1    |
|   | Print (or order) and maintain hard copies of available Sourcebook and Handbook for public reference at the County Engineer's office, in the Community Development Department, and at the County libraries and Drainage District office. | County Engineer | NA         | Years 1-5 |

### BMP 4-2: Inspection Authority Evaluation

| Description  | Measurable Goals  |                 | 3ini./date |          |
|--|---|-----------------|------------|----------|
|  | Coordination  | Responsibility  | Est. Cost  | Schedule |
| Evaluation of authority to enforce construction Storm Water Pollution Prevention Plan (SW3P) compliance. | Documented evaluation of authority with respect to construction SW3P enforcement. | County Engineer | NA         | Year 2   |
| Evaluate county authority with respect to construction SW3P enforcement.                                 | County Attorney   | County Engineer | NA         | Year 2   |



**BMP 4-3: SW3P Enforcement**

| <b>Description</b>   |  | <b>Measurable Goals</b>         |                       |                  | <b>3ini./date</b> |
|--|--|---------------------------------|-----------------------|------------------|-------------------|
| Development and implementation of special procedures for construction. |  | Written design criteria manual. |                       |                  |                   |
|  |  | Written regulations.            |                       |                  |                   |
|  |  | Implementation.                 |                       |                  |                   |
| <b>Activity</b>  |  | <b>Coordination</b>             | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b>   |
| Develop design criteria manual.  |  | Commissioners Court             | Dmg. Dist. Mgr.       | NA               | Year 3            |
| Write regulations requiring use of design criteria manual.             |  | County Attorney                 | Dmg. Dist. Mgr.       | NA               | Year 4            |
| Adopt and implement regulations  |  | Commissioners Court             | Dmg. Dist. Mgr.       | NA               | Year 5            |

**BMP 4-4: Permit Brochure**

| <b>Description</b>  |  | <b>Measurable Goals</b>   |                       |                  | <b>3ini./date</b> |
|---|--|---|-----------------------|------------------|-------------------|
| Development and distribution of an informative brochure to permit applicants.   |  | Yearly distribution of at least 100 brochures to permit applicants proposing construction activity. |                       |                  |                   |
|   |  |   |                       |                  |                   |
|   |  |   |                       |                  |                   |
| <b>Activity</b>   |  | <b>Coordination</b>   | <b>Responsibility</b> | <b>Est. Cost</b> | <b>Schedule</b>   |
| Develop a brochure that summarizes construction nonpoint source pollution issues and references available sources of more detailed information. |  | Engineering Dept.   | County Engineer       | NA               | Year 2            |
| Publish at least 400 copies and include in website.   |  | Various   | County Engineer       | NA               | Year 2            |
| Distribute to permit applicants proposing construction activity.  |  | Various   | County Engineer       | NA               | Years 2-5         |

## MCM 5 - Post-Construction Site Runoff Control

### BMP 5-1: Platting Authority Evaluation

| Description  | Measurable Goals                    | 3ini./date      |
|--|-------------------------------------|-----------------|
| Evaluation of authority to require nonpoint source control BMPs as part of platting process.                   | Documented evaluation of authority. |                 |
| Activity   | Coordination                        | Responsibility  |
| Evaluate county authority with respect to nonpoint source runoff from new development during platting process. | County Attorney                     | County Engineer |
|  |                                     | Est. Cost       |
|  |                                     | NA              |
|  |                                     | Schedule        |
|  |                                     | Year 2          |

### BMP 5-2: Platting Authority Implementation

| Description  | Measurable Goals                | 3ini./date       |
|--|---------------------------------|------------------|
| Development and implementation of platting procedures for regulation of post-construction non point source storm water runoff. | Written design criteria manual. |                  |
|  | Written regulations.            |                  |
|  | Implementation.                 |                  |
| Activity   | Coordination                    | Responsibility   |
| Develop design criteria manual.  | Commissioners Court             | Drng. Dist. Mgr. |
| Write regulations requiring use of design criteria manual.   | County Attorney                 | Drng. Dist. Mgr. |
| Adopt and implement regulations  | Commissioners Court             | Drng. Dist. Mgr. |
|  |                                 | Est. Cost        |
|  |                                 | NA               |
|  |                                 | Schedule         |
|  |                                 | Year 3           |
|  |                                 | Year 4           |
|  |                                 | Year 5           |

### BMP 5-3: Site Runoff Brochure

| Description  |  | Measurable Goals  |                 | 3ini./date |           |
|--|--|---|-----------------|------------|-----------|
| Development, and distribution to plat applicants, of an informative brochure addressing post-construction nonpoint source storm water runoff issues. |  | Yearly distribution of at least 100 brochures to permit applicants proposing construction activity. |                 |            |           |
| Activity   |  | Coordination  | Responsibility  | Est. Cost  | Schedule  |
| Develop a brochure that summarizes post-construction nonpoint source pollution issues and references available sources of more detailed information. |  | Environmental Dept. Eng/Dmg. Dist. Mgr.   | County Engineer | NA         | Year 2    |
| Publish at least 400 copies.   |  | Vendors   | County Engineer | NA         | Year 2    |
| Distribute to permit applicants proposing construction activity.   |  | Various   | County Engineer | NA         | Years 3-5 |

### BMP 5-4: Channel Requirements

| Description  |  | Measurable Goals  |                 | 3ini./date |           |
|--|--|---|-----------------|------------|-----------|
| Review and evaluation of existing channel design, construction, inspection and acceptance requirements with respect to channel stability, erosion and sedimentation control. |  | Documented evaluation and recommendations regarding channel design, construction, inspection and acceptance requirements in Year 3. |                 |            |           |
|  |  | Implementation of recommendations.  |                 |            |           |
| Activity   |  | Coordination  | Responsibility  | Est. Cost  | Schedule  |
| Review and evaluate existing channel design, construction, inspection, and acceptance requirements with respect to channel stability, erosion and sedimentation control.     |  | Various   | Dmg. Dist. Mgr. | NA         | Year 3    |
| Develop recommendations per findings.  |  | County Commissioners  | Dmg. Dist. Mgr. | NA         | Year 3    |
| Implement recommended measures.  |  | Internal Training   | Dmg. Dist. Mgr. | NA         | Years 4-5 |

**BMP 5-5: Channel Maintenance**

| Description  | Measurable Goals  | 3ini./date      |           |           |
|--|---|-----------------|-----------|-----------|
| Evaluation of and improvements to channel maintenance procedures as they affect channel stability, erosion and sedimentation control.                  | Documented evaluation and recommendations regarding channel maintenance procedures. |                 |           |           |
|  | Implementation of recommendations.  |                 |           |           |
| Activity   | Coordination  | Responsibility  | Est. Cost | Schedule  |
| Evaluate and provide recommendations for improving channel maintenance procedures as they affect channel stability, erosion and sedimentation control. | Various   | Dmg. Dist. Mgr. | NA        | Year 2    |
| Implement recommended measures.  | Internal Training   | Dmg. Dist. Mgr. | NA        | Years 3-5 |

## MCM 6 - Good Housekeeping and Other Strategies

### BMP 6-1: Facility Drainage

| Description  |  | Measurable Goals   |                |           |          |
|--|--|--|----------------|-----------|----------|
| Evaluation of and improvements to maintenance facilities drainage (including equipment wash area) in order to prevent or reduce contaminated overflow offsite. |  | Documented evaluation and recommendations regarding maintenance facilities drainage. |                |           |          |
| Implement recommended measures.  |  | Implementation of recommendations.   |                |           |          |
| Activity   |  | Coordination   | Responsibility | Est. Cost | Schedule |
| Evaluate drainage situation and recommend improvements.  |  | Various  | Maint. Super.  | NA        | Year 2   |
| Implement recommended measures.  |  | Various  | Maint. Super.  | NA        | Year 2   |

### BMP 6-2: Spill Kits

| Description  |  | Measurable Goals  |                |           |           |
|--|--|---|----------------|-----------|-----------|
| Provide spill kits at maintenance facility and spill response training for personnel.  |  | Two spill kits provided.  |                |           |           |
|  |  | One (1) training session for existing maintenance personnel.                    |                |           |           |
|  |  | One (1) training session for new employees working at the maintenance facility. |                |           |           |
| Activity   |  | Coordination  | Responsibility | Est. Cost | Schedule  |
| Equip maintenance facilities with at least two (2) spill kits containing drain mats, rags, sorbent material, broom, mop, dustpan, and gloves.  |  | Various   | Maint. Super.  | NA        | Year 1    |
| Develop and provide yearly training sessions to existing and new maintenance facility personnel regarding offsite water pollution concerns that can be prevented by improved housekeeping practices. |  | Internal Training   | Maint. Super.  | NA        | Years 2-5 |

**BMP 6-3: Dmg. Dist. Housekeeping**

| <b>Description</b>  | <b>Measurable Goals</b>  | <b>3ini./date</b>     |
|---|--|-----------------------|
| Evaluation of and improvements to channel maintenance housekeeping practices as they may apply to nonpoint source pollution control.                | Documented evaluation and recommendations.<br>Implementation of recommendations. |                       |
| <b>Activity</b>   | <b>Coordination</b>  | <b>Responsibility</b> |
| Evaluate and provide recommendations to improve good housekeeping practices as they apply to routine and occasional channel maintenance procedures. | Various  | Dmg. Dist. Mgr.       |
| Implement recommended measures.   | Internal Training  | Dmg. Dist. Mgr.       |
|   |  | Est. Cost             |
|   |  | NA                    |
|   |  | Schedule              |
|   |  | Year 2                |
|   |  | Years 3-5             |

**BMP 6-4: Facility Storm Water Discharge**

| <b>Description</b>   | <b>Measurable Goals</b>              | <b>3ini./date</b>     |
|--|--------------------------------------|-----------------------|
| Reduce the amount of pollutants in facility storm water discharge. | Construction drawings for wet ponds. |                       |
| <b>Activity</b>  | <b>Coordination</b>                  | <b>Responsibility</b> |
| Design wet ponds to filter storm water discharges from facility.   | Engineering Staff                    | Dmg. Dist. Mgr.       |
| Construction of wet ponds.   | Engineering Staff                    | Dmg. Dist. Mgr.       |
|  |                                      | Est. Cost             |
|  |                                      | NA                    |
|  |                                      | Schedule              |
|  |                                      | Year 2                |
|  |                                      | Year 3                |

**BMP 6-5: Employee Training**

| Description  | Measurable Goals                           |                  | 3ini./date |           |
|--|--|------------------|------------|-----------|
|  | Documentation of annual training sessions. |                  |            |           |
| Activity   | Coordination                               | Responsibility   | Est. Cost  | Schedule  |
|  |  |                  |            |           |
| Train employees on procedures used to reduce production of pollutants, use of spill kits, recycling of certain materials, proper care of equipment to reduce oil leaks, etc. | Maintenance Superintendent                 | Drng. Dist. Mgr. | NA         | Years 2-5 |



HOUSTON  
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NEWSPAPERS

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Replat Sec 2E  
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## AFFIDAVIT OF PUBLICATION

### STATE OF TEXAS COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, for Cynthia Walas, Publisher's Representative of the Southwest Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

19th day of Dec, 2008

26th day of Dec, 2008

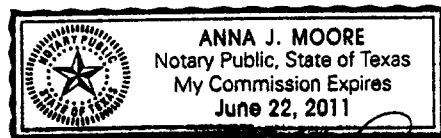
2 day of Jan, 2008

\_\_\_\_ day of \_\_\_\_\_, 2008

Publisher's Representative

Sworn to and subscribed before me this 9th day of Jan, 2008

Notary Public



My commission expires on 6/22/11 Anna J. Moore





1-15-08

5B


**HOUSTON  
COMMUNITY  
NEWSPAPERS**

# **AFFIDAVIT OF PUBLICATION**

## **STATE OF TEXAS COUNTY OF FORT BEND**

Personally appeared before the undersigned, a Notary Public within and for said County and State, Susanne Norman, Representative for Darlene Hall, General Manager of the Southwest Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

Traffic News Oaks 26<sup>th</sup> day of Dec, 2007

\_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_ day of \_\_\_\_\_, 2007

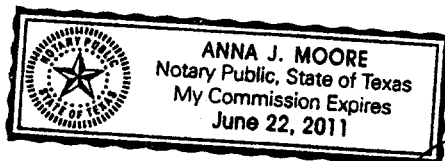
\_\_\_\_\_ day of \_\_\_\_\_, 2007

Susanne Norman

Publisher's Representative

Sworn to and subscribed before me this 27<sup>th</sup> day of Dec, 2007

Notary Public



My commission expires on 6/22/11

Anna J. Moore

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JD that Robert E. Hebert  
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County to use Program

#### FUNDS

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objectors should contact  
of the objection period.

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G NETWORK AT 888-  
AN-NEWS OR 800-618-

Fort Bend County, Texas has  
set a public hearing at 1:00  
p.m. on Tuesday, January  
15, 2008 for Fullbrook,  
Section Two "E", Replat  
of Lots 6 and 7 of Block 3,  
Pct. 3. The hearing will be  
held in the Commissioners  
Courtroom, William B. Travis  
Bldg., 309 S. Fourth St., Rm.  
700, Richmond, Texas.

Under state law, you the  
owner, have certain rights  
with respect to the proposed  
replat. Should you wish to  
exercise your right, you may  
be heard at the planned public  
hearing. You may contact  
David Leyendecker with  
Clay & Leyendecker Inc. at  
281-391-0173 for information  
prior to the hearing.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

#### Legal Notices

##### PUBLIC HEARING NOTICE

The Commissioners Court of  
Fort Bend County, Texas has  
set a public hearing at 1:00  
p.m. on Tuesday, January 8,  
2008 for Firethorne, Section  
11, Partial Replat, Pct. 3. The  
hearing will be held in the  
Commissioners Courtroom,  
William B. Travis Bldg.,  
309 S. Fourth St., Rm. 700,  
Richmond, Texas.

Under state law, you the  
owner, have certain rights  
with respect to the proposed  
replat. Should you wish to  
exercise your right, you may  
be heard at the planned  
public hearing. You may  
contact Janet Baccus with  
Jones and Carter at 713-777-  
5337 for information prior to  
the hearing.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

700, William B. Travis Bldg.,  
Richmond, Texas. You are  
invited to attend and state  
your approval or objection on  
this matter.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

##### PUBLIC HEARING NOTICE

The Commissioners Court  
of Fort Bend County, Texas  
has set a public hearing on  
Tuesday, January 15, 2008  
at 1:00 p.m. for acceptance  
of the traffic control plan for  
Twin Oaks Village, Section  
12, Pct. 3.

The hearing will be held in the  
Commissioners Courtroom,  
309 South Fourth St., Suite  
700, William B. Travis Bldg.,  
Richmond, Texas. You are  
invited to attend and state  
your approval or objection on  
this matter.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

##### PUBLIC HEARING NOTICE

The Commissioners Court of  
Fort Bend County, Texas has  
set a public hearing at 1:00  
p.m. on Tuesday, January  
22, 2008 for Rialta Center  
being a partial replat of Villas  
of Villagio Townhomes,  
Pct. 3. The hearing will be  
held in the Commissioners  
Courtroom, William B. Travis  
Bldg., 309 S. Fourth St., Rm.  
700, Richmond, Texas.

Under state law, you the  
owner, have certain rights  
with respect to the proposed  
replat. Should you wish to  
exercise your right, you may  
be heard at the planned  
public hearing. You may  
contact Robert Terry with  
Survcon Inc. at 713-267-  
3142 for information prior to  
the hearing.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk



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## AFFIDAVIT OF PUBLICATION

### STATE OF TEXAS COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Susanne Norman, Representative for Darlene Hall, General Manager of the Southwest Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

Traffic Waterview Estates 26<sup>th</sup> day of Dec, 2007

\_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_ day of \_\_\_\_\_, 2007

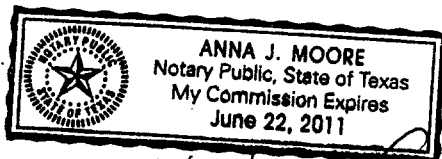
\_\_\_\_\_ day of \_\_\_\_\_, 2007

Susanne Norman

Publisher's Representative

Sworn to and subscribed before me this 27<sup>th</sup> day of Dec, 2007

Notary Public



My commission expires on 6/22/11

Anna J. Moore

**Notices** | **Legal Notices**

**SONS HAVING CLAIMS  
OF KENNY CO. DECEASED**

PR-020752

**OF INDEPENDENT EXECUTOR**

On December 3, 2007, Letters Testamentary for the Estate of James Wayne Roberts, Deceased, were issued on December 3, 2007, in Cause No. 07-CPR-020729, pending in the County Court at Law No. 1, Fort Bend County, Texas, to: Alva Winston.

Wan Co

Law Number 3 of Fort Bend County, Texas, pending upon the Probate Docket of said

against said Estate being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

Wan Co

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tal Corporation

ney, 17th Floor

as 77010-4035

**Legal Notices** | **Legal Notices**

**NOTICE TO CREDITORS**

Notice is hereby given that original Letters of Administration for the Estate of LESLYE LeBLANC, Deceased, were issued on December 12, 2007, in Cause No. 369831, pending in the Probate Court No. Four (4), Harris County, Texas, to: MICHAEL LeBLANC.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Shelly Hudson

Attorney at Law

14019 SW Freeway, Suite 301-301

Sugar Land, Texas 77478

DATED the 19 day of December, 2007.

**Legal Notices** | **Legal Notices**

**NOTICE TO CREDITORS**

Notice is hereby given that original Letters Testamentary for the Estate of Eugenia A. Ayers, Deceased, were issued on December 3, 2007, in Cause No. 07-CPR-020729, pending in the County Court at Law No. 1, Fort Bend County, Texas, to: Alva Winston.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: William Engelhaupt

Attorney at Law

12926 Dairy Ashford, Suite 174

Sugar Land, Texas 77478

DATED the 13 day of December, 2007.

**Notices** | **Legal Notices**

**PUBLIC HEARING  
AND COUNTY  
TRANSPORTATION DEPARTMENT**

County is applying for the following federal and state public transportation services within Fort

**UNITS RECEIVED FROM**

0,606 Texas Department of Transportation

20,000 Federal Transit Administration

The programming of these funds may do so on or about January 11, 2008 at the Fort Bend County Commissioner's Court Room, 301 Jackson Street, Houston, Texas 77002, for information regarding the project, Fort Bend County Transportation Department, Sugar Land, Texas 77478, telephone 281-633-

**Legal Notices** | **Legal Notices**

**NOTICE OF FINDING OF NO SIGNIFICANT  
IMPACT AND NOTICE OF INTENT TO  
REQUEST RELEASE OF FUNDS**

December 26, 2007  
Fort Bend County, Texas  
4510 Reading Road  
Rosenberg, Texas 77471  
281-341-4410

**REQUEST FOR RELEASE OF FUNDS**

On or about January 11, 2008 Fort Bend County will submit a request the U.S. Department of Housing and Urban Development (HUD) for the release of Community Development Block Grant funds under Title 1 of the Housing and Community Development Act of 1974 (PL 93-383) as amended, to undertake the following projects:

| Project Description                | Project Location | Federal Funds |
|------------------------------------|------------------|---------------|
| Sanitary Sewer System Improvements | City of Arcola   | \$111,810.00  |

**FINDING OF NO SIGNIFICANT IMPACT**

Fort Bend County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the Fort Bend County Community Development Department located at 4520 Reading Road, Suite A, Rosenberg, and may be examined or copied weekdays 8 a.m. to 5 p.m.

**PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to the Fort Bend County Community Development Department. All comments received by January 10, 2008 will be considered by Fort Bend County prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

**RELEASE OF FUNDS**

Fort Bend County certifies to HUD that Robert E. Hebert in his capacity as County Judge consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Fort Bend County to use Program funds.

**OBJECTIONS TO RELEASE OF FUNDS**

HUD will accept objections to its release of fund and Fort Bend County's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of Fort Bend County (b) Fort Bend County has omitted a step or failed to make

**Legal Notices** | **Legal Notices**

**NOTICE TO CREDITORS**

Notice is hereby given that original Letters Testamentary for the Estate of James Wayne Roberts, Deceased, were issued on December 17, 2007, in Cause No. 07-CPR-020730, pending in the County Court at Law No. 2, Fort Bend County, Texas, to: Carl W. Roberts.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: William Engelhaupt

Attorney at Law

12926 Dairy Ashford, Suite 174

Sugar Land, Texas 77478

DATED the 13 day of December, 2007.

**Notices** | **Legal Notices**

20682  
§ COUNTY COURT AT LAW NO. 2  
§ OF  
§ FORT BEND COUNTY, TEXAS

**TO CREDITORS**

Letters Testamentary for the captioned Estate were issued to the undersigned as Independent Executor of the Estate of Cecilia

Letters are required to present their claims to Henry, at the address given below, within

of the Estate is:

He Baldwin  
Taylor Hill  
& Giuliani LLP  
Suite 2300  
Texas 77002-2770

Respectfully submitted,



**Legal Notices**

**PUBLIC HEARING  
NOTICE**

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, January 15, 2008 for Fullbrook, Section Two "E", Replat of Lots 6 and 7 of Block 3, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact David Leyendecker with Clay & Leyendecker Inc. at 281-391-0173 for information prior to the hearing.

**PUBLIC HEARING  
NOTICE**

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, January 15, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Waterview Estates, Section 6, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,  
Dianne Wilson  
Fort Bend County Clerk

**PUBLIC HEARING  
NOTICE**

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, January 15, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Twin Oaks Village, Section 12, Pct. 3.

The hearing will be held in the Commissioners Courtroom,