IMAGED 513 PAGES ON 2-5-09 DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, JANUARY 27, 2009
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 13, 2009.

4. Announcements and Public Comments.

CONSENT AGENDA ITEMS 5 – 16:

5. **OUT OF STATE TRAVEL:**
   - **A. Enter into record the out-of-state travel for elected official:**
     County Court at Law No. 3: Judge Susan Lowery to Orlando, Florida, March 10-14, 2009, to attend National Conference on Juvenile Justice. (Fund: County Court at Law No. 3, Travel)
   - **B. Approve out-of-state travel requests for County personnel:**
     1) **Court at Law Associate Judge: Judge Kennedy to Orlando, Florida, March 10-14, 2009, to attend National Conference on Juvenile Justice. (Fund: Associate Judge, Travel)**
     2) **District Attorney: Jeff Strange to San Francisco, California, April 25-30, 2009, to attend seminar sponsored by National College of District Attorneys. (Fund: District Attorney, Travel)**
     3) **Risk Management: Wyatt Scott to Orlando, Florida, April 19-23, 2009, to attend Risk and Insurance Management Society (RIMS) Annual Conference. (Fund: Risk Management, Travel)**
     4) **Sheriff's Office:**
        a. **Ratify travel by Art Zarosky and James Murray to Brownsville, Tennessee, January 12-13, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
        b. **Ratify travel by Hal Knight and Mike Kubricht to Shreveport, Louisiana, January 22, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
        c. **Denise Haenel to New Orleans, Louisiana, June 27 through July 1, 2009, to attend Society for Human Resource Management (SHRM) Annual Conference. (Fund: Sheriff, Enforcement, Operating, Travel)**

6. **COMMISSIONER, PCT. 1: Approve Full Release and authorize Scanlan Oaks Elementary School PTO to use streets and/or roads located in Sienna Plantation, Fort Bend County, Texas, on March 7, 2009, for approximately one hour to hold their annual Family Fun Run.**

7. **COMMISSIONER, PCT. 3: Approve the reappointments of Hank Wenzler and Gregg Nady as Commissioners of the Fort Bend County Emergency Services District No. 1 for the term of January 1, 2009 through December 31, 2010.**

8. **BUDGET OFFICE: Record into Minutes the Fort Bend County Budget Calendar for Fiscal Year 2010 as presented by Director of Finance and Investments.**

9. **BUDGET TRANSFERS:**
   - **A. <u>County Clerk, Records Management</u>:**
     1) **Approve transfer in the amount of $2,556 as detailed on Auditor's form dated January 21, 2009, to allocate funds for FY 2008 purchases received in FY 2009.**
     2) **Approve transfer in the amount of $342,517 as detailed on Auditor's form dated January 21, 2009, to allocate funds for FY 2008 purchases received in FY 2009.**
   - **B. <u>Sheriff's Office</u>: Approve transfer in the amount of $137,855 from Capital Acquisitions into line items detailed on Sheriff's form dated January 12, 2009, to allocate funds for Perceptive Software invoices from correct line items.**

10. **ENGINEERING:**
    - **A. Approve payment of Invoice No. 14 (Pay Estimate No. 14) in the amount of $22,978.69 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Program, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**
    - **B. Approve payment of Invoice No. 3057 in the amount of $21,812.50 to Property Acquisition Services (PAS) for various right of way services in Precincts 1, 2, 3, and 4. (Fund: Right of Way)**
    - **C. Approve payment of Invoice No. 06-106922 (Pay Estimate No. 22) in the amount of $647,907.98 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility)**

ENGINEERING (Continued)

D. **Approve payment of Invoice No. CB030539-03 in the amount of $6,754.92 to Carter & Burgess for actual labor rates regarding Fort Bend County Mobility Projects, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**

E. **Approve payment of Invoice No. 211560105 (Pay Estimate No. 6) in the amount of $5,316.91 to Huitt-Zollars, Inc. regarding the expansion of Falcon Landing Blvd., (from Greenbusch to Katy-Gaston), Mobility Bond Project #703, Precinct 3. (Fund: Mobility Bonds)**

F. **Approve payment of Invoice No. 9405 (Pay Estimate No. 6) in the amount of $26,512.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)**

G. **Approve payment of Invoice No. 289035 (Pay Estimate No. 4) in the amount of $2,980.00 to TEDSI Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725A, Precincts 3 and 4. (Fund: Mobility Bonds)**

H. **Approve payment of Invoice No. 0107288 (Pay Estimate No. 7) in the amount of $9,888.60 to Pate Engineers, Inc regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)**

I. **Approve application from Devon Street Homes to construct two driveway tie-ins onto Mill Pass Circle, Precinct 3.**

J. **Approve application from AT&T Texas to bury cable along Farmer Road, Precinct 3.**

K. **Approve application from Tri-Contracting- Exalt,Inc., / Loren Hill to construct driveway tie-ins onto Madden and West Bellfort, Pct. 3.**

L. **Approve the plat for Rancho Bella Parkway from Padova Drive past Mirandola Lane STD, Pct. 3.**

M. **Approve the plat for Mirandola Lane and West Lugano Verde Drive Subdivision, Precinct 3.**

N. **Release Oversize, Overweight, Overload bond #103966321 from Bass Enterprises Production Co. and bond rider #103966321 from BEPCO, L.P in the amount of $50,000.00, Pct. 1.**

O. **Accept the Oversize, Overweight, Overload bond replacement bond #105203680 from BOPCO, L.P. in the amount of $50,000.00, for the purpose of drilling exploration wells in Fort Bend County, Pct. 1.**

P. **Set public hearing for acceptance of the traffic control plan to establish 35 mph speed limit and approve regulatory traffic control devices on Fifth Street from Murphy Road (FM 1092) to Texas Parkway (FM 2234) exclusive of the city limits of the City of Stafford and City of Missouri City, Pct. 2.** ***(Tuesday, February 24, 2009, at 1:00 p.m.)***

Q. **Set public hearing for acceptance of the revised the traffic control plan for Woodbridge, Section 2 (Fort Bend Independent School District (FBISD) Drabek Elementary), to establish No Parking signs during restricted hours, Pct. 3.** ***(Tuesday, February 24, 2009, at 1:00 p.m.)***

11. FACILITIES MANAGEMENT & PLANNING:

A. Approve payment of Periodical Estimate No. 17 in the amount of $2,532,148.38 to Turner Construction for construction services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

B. Approve Pay Application No. 07-01500005 in the amount of $34,343.10 to Bass Construction for construction services regarding the Vehicle Maintenance Expansion Project. (Fund: Facility Bond Project)

C. Approve payment in the amount of $4,417.00 for water impact fee, Permit No. 20081284, and payment in the amount of $4,032.00 for wastewater impact fee, Permit No. 20081283, to the City of Richmond regarding the Vehicle Maintenance Facility. (Fund: Facility Bond Project)

D. Approve payment of Invoice No. 1643 in the amount of $61,750.00 to Carter Goble Lee, L.L.C. for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

E. Approve payment of Invoice Nos. 088735, 088755, 088773, and 088774 for an amount totaling $130,308.75 to Rosser International, Inc. for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

F. Approve payment of Invoice No. 736 in the amount of $5,250.00 to Butch's Waterproofing, L.P. for window repairs to the Jane Long Building. (Fund: Capital Improvement Project)

G. Approve payment of Invoice Nos. 13711424 and 13711844 for an amount totaling $23,301.15 to Motorola for furniture, fixture, and equipment costs associated with the Jail Expansion Project. (Fund: Facility Bond Project)

H. Approve payment of Invoice Nos. 44179, 44257, 44254, and 44327 for an amount totaling $16,976.50 to Paradigm for materials testing services regarding the Sienna Library. (Fund: Facility Bond Project)

I. Approve payment of Invoice No. 24 in the amount of $1,459.81 to Bailey Architects for professional services regarding the Needville Service Center. (Fund: Facility Bond Project)

J. Approve Pay Application No. 2 in the amount of $14,182.20 to Evans Construction for construction services regarding the Dew House Renovation. (Fund: Facility Bond Project)

K. Approve payment of Invoice No. TMG-429 in the amount of $9,361.62 to The Maddox Group, Inc. for professional services regarding the Sienna Library. (Fund: Facility Bond Project)

L. Approve payment of Invoice No. 12-08-5 in the amount of $3,650.00 to TechKnowledge for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

12. **FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed these items at their regular meeting held on January 21, 2009, and makes the following recommendations to Commissioners Court:**
    Treasurer:
    A. **Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated January 21, 2009, for an amount totaling $4,906.66, of which $2,753.41 is for construction work done on Section B of the Fort Bend Parkway, $510.00 for construction work done on Westpark Toll Road, Section B, $893.25 for construction work done on the Grand Parkway, Segment D project, and $750.00 for construction work done on the Brazos Bridge. (Fund: Toll Road Authority, Construction)**
    B. **Authorize payment of operations invoices in the amount of $37,973.21 for the Fort Bend Parkway, Section A and Westpark Corridor. (Fund: Toll Road Authority, Operations)**

13. **PARKS DEPARTMENT:**
    A. **Approve Pay Application No. 2 in the amount of $77,670.00 to Evans Construction for construction services regarding the Fairgrounds Pavilion Expansion. (Fund: General Fund Projects)**
    B. **Approve Pay Application No. 3 in the amount of $15,174.00 to Evans Construction for construction services regarding the Fairgrounds Pavilion Expansion. (Fund: General Fund Project)**

14. **PURCHASING:**
    A. **Authorize Change in Scope for Architect's and Construction Management agreements for Justice Center, and approve advertising for Statements of Qualification for Design/Build contractor for a parking garage on 40-Acre Campus.**
    B. **Authorize advertising for Bids/Request for Proposals (RFPs)/Statement of Qualifications (SOQs) for the following:**
        1) **Construction of Missouri City Annex;**
        2) **Carpet;**
        3) **Elevator maintenance at Jail;**
        4) **Toner and ink cartridges;**
        5) **Culverts;**
        6) **Bridge material;**
        7) **Road material;**
        8) **Debris clearing, removal and disposal;**

15. **ROAD & BRIDGE: Approve renewal of Agreement between Fort Bend County and Town of Thompsons for the purchase of fuel through September 30, 2009.**

16. TAX ASSESSOR/COLLECTOR:

A. Record into Minutes the Summary Monthly Report of Property Taxes Collected in December, 2008, as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.

B. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on January 20, 2009, for an amount totaling $55,126.30.

C. Record into Minutes the Disposal of Tax Office Documentation from Years 1980–2007 as detailed on Tax Assessor/Collector's report dated January 6, 2009, in accordance with State Archive Retention Schedule of Destruction for the Office of Patsy Schultz.

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17. COUNTY JUDGE: Take all appropriate action to consider change in the regular meeting schedule of Commissioners Court for the month of March, 2009, to meet March 3, 17, and 24, 2009.

18. COMMISSIONER, PCT. 1:

A. Take all appropriate action to appoint Florine Cook and Clinton J. Drake to the Fort Bend County Historical Commission for a two-year term to expire December 31, 2010.

B. Take all appropriate action on revision of Major Thoroughfare Plan to reclassify Del Webb Boulevard as a collector street, and authorize County Engineer to make the noted change to the Fort Bend County Major Thoroughfare Plan.

19. COMMISSIONER, PCT. 4:

A. Take all appropriate action on request by Robert Taylor on behalf of Coyote Air L.L.C. to waive penalty and interest, including attorney fees, totaling $21,479.71 on personal property taxes for Cessna aircraft located at Sugar Land Airport for tax years 2005, 2006, and 2007, Precinct 4.

B. Take all appropriate action on request by Robert Taylor on behalf of Coyote Air L.L.C. to waive penalty and interest, including attorney fees, totaling $926.58 on personal property taxes for a Lear Jet 60 located at Sugar Land Airport for tax year 2007, Precinct 4.

20. AUDITOR: Take all appropriate action on request to transfer the amount of $436,723 as detailed on Auditor's form dated January 21, 2009, to allocate funds into various departments for FY 2008 purchases received in FY 2009.

21. BUDGET OFFICE: Take all appropriate action to adopt the Fort Bend County Budget Policy for Fiscal Year 2010 as presented by Director of Finance and Investments.

22. CONSTABLE, PCT. 2: Take all appropriate action to approve electronic submittal of application to U. S. Department of Justice, Office of Programs, Bureau of Justice Assistance for grant funding in the amount of $125,000 for the Gang Resistance Education and Training (GREAT) Program, for the term of July 1, 2009 through June 1, 2010, and authorize cash match by Fort Bend County of approximately ten percent. (Fund: FY 09 Non-Departmental Contingency and FY 2010 Constable, Pct. 2)

23. DISTRICT ATTORNEY: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $2,160.00 to Freelance Enterprises, Inc. for purchase of law books without a purchase order. (Fund: District Attorney, Office Supplies)

24. HEALTH & HUMAN SERVICES – EMERGENCY MEDICAL SERVICE: Take all appropriate action to approve award of the service badges to retiring employees Kenneth Rosenbaum and Gale DeClairmont in appreciation of their years of service to Fort Bend County.

25. HUMAN RESOURCES:
    A. Take all appropriate action on revisions to the Fort Bend County Employee Information Manual, Section 704: Family and Medical Leave Act, to reflect Department of Labor 2008 revisions to the Act.
    B. Take all appropriate action on revisions to the Fort Bend County Employee Information Manual, Section 510: Retirement.

26. JUSTICE OF THE PEACE, PCT. 1, PL. 2: Take all appropriate action to authorize transfer in the amount of $1,800 from the Justice Court Technology Fund into JP 1-2, Information Technology, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the purchase of additional parts and software necessary to make the HP Printer operational.

27. PURCHASING:
    A. Take all appropriate action to grant an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(4) for the purchase of a professional service, for renewal of security management program from Cybertrust, Inc., in amount not to exceed $80,000. (Funding equally divided between Library and Information Technology)
    B. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source, for online databases from Ebsco Publishing, in an amount not to exceed $36,000. (Fund: Library)

PURCHASING (Continued)

C. Take all appropriate action on Agreement between Fort Bend County and McDonald Electric for South Post Oak baseball field lighting pursuant to SOQ #09-019, for an amount not to exceed $189,000. (Fund: Facilities, South Post Oak Expansion)
D. Take all appropriate action on Agreement between Fort Bend County and Wellington Electric for Mustang Park electrical project pursuant to SOQ #09-022, in an amount not to exceed $59,040. (Fund: Parks)
E. Take all appropriate action on Professional Services Agreement between Fort Bend County and K.R. Moore and Associates for compensation review services, in an amount not to exceed $27,000. (Fund: Human Resources)
F. Take all appropriate action on Interlocal Agreement between Montgomery County and Fort Bend County.
G. Take all appropriate action on purchase of 6,000 Gallon Emulsion Tank from R B Everett and Company utilizing Houston Galveston Area Council (H-GAC) Agreement SM10-08, in an amount not to exceed $48,555. (Fund: Road and Bridge)
H. Take all appropriate action to purchase furniture and equipment for jail expansion utilizing Texas Multiple Award Schedule (TXMAS) contracts. (Fund: Jail Expansion Project)
I. Take all appropriate action to reject all submittals on SOQ #08-096 for design/build construction of model airplane pavilion.
J. Take all appropriate action to authorize donation of water tanker to the Fort Bend Firefighters Association pursuant to Local Government Code §262.152(a)(4).
K. Take all appropriate action to authorize the Purchasing Agent to sell forty (40) county vehicles as surplus property at auction on February 7, 2009.

28. SHERIFF'S OFFICE:

A. Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $150.00 to Allied Body Shop and Collision for towing service provided without a purchase order. (Fund: Sheriff, Enforcement, Fees)
B. Take all appropriate action on Resolution and Application to the Office of the Governor, Criminal Justice Division, for grant funding of the Truancy Abatement and Assistance Program in the amount of $125,000 for the term of September 1, 2009 through August 31, 2010, with no cash match required by Fort Bend County.
C. Take all appropriate action on Resolution and Application to the Office of the Governor, Criminal Justice Division, for grant funding of the Sex Offender Registration, Monitoring, and Compliance Program (SF 421), Grant No. 2018802 in the amount of $52,674, for the term of September 1, 2009 through August 31, 2010, with a County match of twenty percent. (Fund: Sheriff, FY 2010 budget)

29. VEHICLE MAINTENANCE: Take all appropriate action on request to transfer the amount of $36,000 as detailed on Auditor's form dated January 22, 2009, to allocate additional funds into the Vehicle Maintenance Expansion Project.

30. Approve Bills.

31. Ratify release of time-sensitive bills on January 22, 2009.

32. 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.

FILED FOR RECORD
NO_____ TIME 2:00 A.M. PM
JAN 23 2009
Elaine Nilson
County Clerk Fort Bend Co. Tex.

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, January 23, 2009, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

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.

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).

January 27, 2009

NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, JANUARY 27, 2009
1:00 O'CLOCK P.M.

FILED FOR RECORD
NO____ TIME 2:00 A.M. PM
JAN 23 2009
Grainne Nilson
County Clerk Fort Bend Co. Tex.

AGENDA

1. Call to Order.

2. Take all appropriate action on request to transfer the amount of $210,630 as detailed on Auditor's form dated January 21, 2009 to allocate funds for FY 2008 purchases received in FY 2009.

3. Take all appropriate action on request to transfer the amount of $710,000 as detailed on Auditor's form dated January 21, 2009, to allocate funds budgeted for the Upper Oyster Creek and Clear Creek projects into proper accounts for the Drainage District.

4. 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

Robert E. Hebert, County Judge

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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 27th day of January, 2009.

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 3rd day of February, 2009.

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 27th DAY of JANUARY, 2009, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
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 1:01 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 13, 2009.**

   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 13, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Announcements and Public Comments.**

   January Service Awards were presented to county employees.

CONSENT AGENDA ITEMS 5 – 16:

5. **OUT OF STATE TRAVEL:**
   - **A. Enter into record the out-of-state travel for elected official:**
     County Court at Law No. 3: Judge Susan Lowery to Orlando, Florida, March 10-14, 2009, to attend National Conference on Juvenile Justice. (Fund: County Court at Law No. 3, Travel)

Item 5 continued – Out of State Travel:

B. Approve out-of-state travel requests for County personnel:

1) Court at Law Associate Judge: Judge Kennedy to Orlando, Florida, March 10-14, 2009, to attend National Conference on Juvenile Justice. (Fund: Associate Judge, Travel)

2) District Attorney: Jeff Strange to San Francisco, California, April 25-30, 2009, to attend seminar sponsored by National College of District Attorneys. (Fund: District Attorney, Travel)

3) Risk Management: Wyatt Scott to Orlando, Florida, April 19-23, 2009, to attend Risk and Insurance Management Society (RIMS) Annual Conference. (Fund: Risk Management, Travel)

4) Sheriff's Office:

a. Ratify travel by Art Zarosky and James Murray to Brownsville, Tennessee, January 12-13, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

b. Ratify travel by Hal Knight and Mike Kubricht to Shreveport, Louisiana, January 22, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

c. Denise Haenel to New Orleans, Louisiana, June 27 through July 1, 2009, to attend Society for Human Resource Management (SHRM) Annual Conference. (Fund: Sheriff, Enforcement, Operating, Travel)

6. COMMISSIONER, PCT. 1: Approve Full Release and authorize Scanlan Oaks Elementary School PTO to use streets and/or roads located in Sienna Plantation, Fort Bend County, Texas, on March 7, 2009, for approximately one hour to hold their annual Family Fun Run.

7. COMMISSIONER, PCT. 3: Approve the reappointments of Hank Wenzler and Gregg Nady as Commissioners of the Fort Bend County Emergency Services District No. 1 for the term of January 1, 2009 through December 31, 2010.

8. BUDGET OFFICE: Record into Minutes the Fort Bend County Budget Calendar for Fiscal Year 2010 as presented by Director of Finance and Investments.

9. BUDGET TRANSFERS:

A. County Clerk, Records Management:

1) Approve transfer in the amount of $2,556 as detailed on Auditor's form dated January 21, 2009, to allocate funds for FY 2008 purchases received in FY 2009.

2) Approve transfer in the amount of $342,517 as detailed on Auditor's form dated January 21, 2009, to allocate funds for FY 2008 purchases received in FY 2009.

B. Sheriff's Office: Approve transfer in the amount of $137,855 from Capital Acquisitions into line items detailed on Sheriff's form dated January 12, 2009, to allocate funds for Perceptive Software invoices from correct line items.

10. ENGINEERING:

A. Approve payment of Invoice No. 14 (Pay Estimate No. 14) in the amount of $22,978.69 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Program, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)

Item 10 continued – Engineering:

B. **Approve payment of Invoice No. 3057 in the amount of $21,812.50 to Property Acquisition Services (PAS) for various right of way services in Precincts 1, 2, 3, and 4. (Fund: Right of Way)**

C. **Approve payment of Invoice No. 06-106922 (Pay Estimate No. 22) in the amount of $647,907.98 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility)**

D. **Approve payment of Invoice No. CB030539-03 in the amount of $6,754.92 to Carter & Burgess for actual labor rates regarding Fort Bend County Mobility Projects, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**

E. **Approve payment of Invoice No. 211560105 (Pay Estimate No. 6) in the amount of $5,316.91 to Huitt-Zollars, Inc. regarding the expansion of Falcon Landing Blvd., (from Greenbusch to Katy-Gaston),Mobility Bond Project #703, Pct 3. (Fund: Mobility Bonds)**

F. **Approve payment of Invoice No. 9405 (Pay Estimate No. 6) in the amount of $26,512.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)**

G. **Approve payment of Invoice No. 289035 (Pay Estimate No. 4) in the amount of $2,980.00 to TEDSI Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725A, Precincts 3 and 4. (Fund: Mobility Bonds)**

H. **Approve payment of Invoice No. 0107288 (Pay Estimate No. 7) in the amount of $9,888.60 to Pate Engineers, Inc regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds)**

I. **Approve application from Devon Street Homes to construct two driveway tie-ins onto Mill Pass Circle, Precinct 3.**

J. **Approve application from AT&T Texas to bury cable along Farmer Road, Precinct 3.**

K. **Approve application from Tri-Contracting- Exalt,Inc., / Loren Hill to construct driveway tie-ins onto Madden and West Bellfort, Pct. 3.**

L. **Approve the plat for Rancho Bella Parkway from Padova Drive past Mirandola Lane STD, Pct. 3.**

M. **Approve the plat for Mirandola Lane and West Lugano Verde Drive Subdivision, Precinct 3.**

N. **Release Oversize, Overweight, Overload bond #103966321 from Bass Enterprises Production Co. and bond rider #103966321 from BEPCO, L.P in the amount of $50,000.00, Pct. 1.**

O. **Accept the Oversize, Overweight, Overload bond replacement bond #105203680 from BOPCO, L.P. in the amount of $50,000.00, for the purpose of drilling exploration wells in Fort Bend County, Pct. 1.**

P. **Set public hearing for acceptance of the traffic control plan to establish 35 mph speed limit and approve regulatory traffic control devices on Fifth Street from Murphy Road (FM 1092) to Texas Parkway (FM 2234) exclusive of the city limits of the City of Stafford and City of Missouri City, Pct. 2.** ***(Tuesday, February 24, 2009, at 1:00 p.m.)***

Q. **Set public hearing for acceptance of the revised the traffic control plan for Woodbridge, Section 2 (Fort Bend Independent School District (FBISD) Drabek Elementary), to establish No Parking signs during restricted hours, Pct. 3.** ***(Tuesday, February 24, 2009, at 1:00 p.m.)***

11. FACILITIES MANAGEMENT & PLANNING:

A. Approve payment of Periodical Estimate No. 17 in the amount of $2,532,148.38 to Turner Construction for construction services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

B. Approve Pay Application No. 07-01500005 in the amount of $34,343.10 to Bass Construction for construction services regarding the Vehicle Maintenance Expansion Project. (Fund: Facility Bond Project)

C. Approve payment in the amount of $4,417.00 for water impact fee, Permit No. 20081284, and payment in the amount of $4,032.00 for wastewater impact fee, Permit No. 20081283, to the City of Richmond regarding the Vehicle Maintenance Facility. (Fund: Facility Bond Project)

D. Approve payment of Invoice No. 1643 in the amount of $61,750.00 to Carter Goble Lee, L.L.C. for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

E. Approve payment of Invoice Nos. 088735, 088755, 088773, and 088774 for an amount totaling $130,308.75 to Rosser International, Inc. for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

F. Approve payment of Invoice No. 736 in the amount of $5,250.00 to Butch's Waterproofing, L.P. for window repairs to the Jane Long Building. (Fund: Capital Improvement Project)

G. Approve payment of Invoice Nos. 13711424 and 13711844 for an amount totaling $23,301.15 to Motorola for furniture, fixture, and equipment costs associated with the Jail Expansion Project. (Fund: Facility Bond Project)

H. Approve payment of Invoice Nos. 44179, 44257, 44254, and 44327 for an amount totaling $16,976.50 to Paradigm for materials testing services regarding the Sienna Library. (Fund: Facility Bond Project)

I. Approve payment of Invoice No. 24 in the amount of $1,459.81 to Bailey Architects for professional services regarding the Needville Service Center. (Fund: Facility Bond Project)

J. Approve Pay Application No. 2 in the amount of $14,182.20 to Evans Construction for construction services regarding the Dew House Renovation.(Fund:Facility Bond Project)

K. Approve payment of Invoice No. TMG-429 in the amount of $9,361.62 to The Maddox Group, Inc. for professional services regarding the Sienna Library. (Fund: Facility Bond Project)

L. Approve payment of Invoice No. 12-08-5 in the amount of $3,650.00 to TechKnowledge for professional services regarding the Jail Expansion Project. (Fund: Facility Bond Project)

12. FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed these items at their regular meeting held on January 21, 2009, and makes the following recommendations to Commissioners Court:

Treasurer:

A. Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated January 21, 2009, for an amount totaling $4,906.66, of which $2,753.41 is for construction work done on Section B of the Fort Bend Parkway, $510.00 for construction work done on Westpark Toll Road, Section B, $893.25 for construction work done on the Grand Parkway, Segment D project, and $750.00 for construction work done on the Brazos Bridge. (Fund: Toll Road Authority, Construction)

Item 12 continued – Fort Bend County Toll Road Authority:

B. Authorize payment of operations invoices in the amount of $37,973.21 for the Fort Bend Parkway, Section A and Westpark Corridor. (Fund: Toll Road Authority, Operations)

13. PARKS DEPARTMENT:

A. Approve Pay Application No. 2 in the amount of $77,670.00 to Evans Construction for construction services regarding the Fairgrounds Pavilion Expansion. (Fund: General Fund Projects)

B. Approve Pay Application No. 3 in the amount of $15,174.00 to Evans Construction for construction services regarding the Fairgrounds Pavilion Expansion. (Fund: General Fund Project)

14. PURCHASING:

A. Authorize Change in Scope for Architect's and Construction Management agreements for Justice Center, and approve advertising for Statements of Qualification for Design/Build contractor for a parking garage on 40-Acre Campus.

B. Authorize advertising for Bids/Request for Proposals (RFPs)/Statement of Qualifications (SOQs) for the following:

1) Construction of Missouri City Annex;
2) Carpet;
3) Elevator maintenance at Jail;
4) Toner and ink cartridges;
5) Culverts;
6) Bridge material;
7) Road material;
8) Debris clearing, removal and disposal;

15. ROAD & BRIDGE: Approve renewal of Agreement between Fort Bend County and Town of Thompsons for the purchase of fuel through September 30, 2009.

16. TAX ASSESSOR/COLLECTOR:

A. Record into Minutes the Summary Monthly Report of Property Taxes Collected in December, 2008, as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.

B. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on January 20, 2009, for an amount totaling $55,126.30.

C. Record into Minutes the Disposal of Tax Office Documentation from Years 1980–2007 as detailed on Tax Assessor/Collector's report dated January 6, 2009, in accordance with State Archive Retention Schedule of Destruction for the Office of Patsy Schultz.

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 5 – 16 with correction to item 10E – Pay Estimate No. 5.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

17. **COUNTY JUDGE: Take all appropriate action to consider change in the regular meeting schedule of Commissioners Court for the month of March, 2009, to meet March 3, 17, and 24, 2009.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to change the regular meeting schedule of Commissioners Court for the month of March, 2009, to meet March 3, 17, and 24, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

18. **COMMISSIONER, PCT. 1:**

A. **Take all appropriate action to appoint Florine Cook and Clinton J. Drake to the Fort Bend County Historical Commission for a two-year term to expire December 31, 2010.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to appoint Florine Cook and Clinton J. Drake to the Fort Bend County Historical Commission for a two-year term to expire December 31, 2010.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on revision of Major Thoroughfare Plan to reclassify Del Webb Boulevard as a collector street, and authorize County Engineer to make the noted change to the Fort Bend County Major Thoroughfare Plan.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve revision of Major Thoroughfare Plan to reclassify Del Webb Boulevard as a collector street, and authorize County Engineer to make the noted change to the Fort Bend County Major Thoroughfare Plan.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

19. **COMMISSIONER, PCT. 4:**

A. **Take all appropriate action on request by Robert Taylor on behalf of Coyote Air L.L.C. to waive penalty and interest, including attorney fees, totaling $21,479.71 on personal property taxes for Cessna aircraft located at Sugar Land Airport for tax years 2005, 2006, and 2007, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request by Robert Taylor on behalf of Coyote Air L.L.C. to waive penalty and interest, including attorney fees, totaling $21,479.71 on personal property taxes for Cessna aircraft located at Sugar Land Airport for tax years 2005, 2006, and 2007, Precinct 4.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 19 continued – Commissioner Pct. 4:

B. **Take all appropriate action on request by Robert Taylor on behalf of Coyote Air L.L.C. to waive penalty and interest, including attorney fees, totaling $926.58 on personal property taxes for a Lear Jet 60 located at Sugar Land Airport for tax year 2007, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve request by Robert Taylor on behalf of Coyote Air L.L.C. to waive penalty and interest, including attorney fees, totaling $926.58 on personal property taxes for a Lear Jet 60 located at Sugar Land Airport for tax year 2007, Precinct 4.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

20. **AUDITOR: Take all appropriate action on request to transfer the amount of $436,723 as detailed on Auditor's form dated January 21, 2009, to allocate funds into various departments for FY 2008 purchases received in FY 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $436,723 as detailed on Auditor's form dated January 21, 2009, to allocate funds into various departments for FY 2008 purchases received in FY 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

21. **BUDGET OFFICE: Take all appropriate action to adopt the Fort Bend County Budget Policy for Fiscal Year 2010 as presented by Director of Finance and Investments.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to adopt the Fort Bend County Budget Policy for Fiscal Year 2010 as presented by Director of Finance and Investments.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

22. **CONSTABLE, PCT. 2: Take all appropriate action to approve electronic submittal of application to U. S. Department of Justice, Office of Programs, Bureau of Justice Assistance for grant funding in the amount of $125,000 for the Gang Resistance Education and Training (GREAT) Program, for the term of July 1, 2009 through June 1, 2010, and authorize cash match by Fort Bend County of approximately ten percent. (Fund: FY 09 Non-Departmental Contingency and FY 2010 Constable, Pct. 2)**

Pass.

23. **DISTRICT ATTORNEY: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $2,160.00 to Freelance Enterprises, Inc. for purchase of law books without a purchase order. (Fund: District Attorney, Office Supplies)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of $2,160.00 to Freelance Enterprises, Inc. for purchase of law books without a purchase order. (Fund: District Attorney, Office Supplies)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

24. **HEALTH & HUMAN SERVICES – EMERGENCY MEDICAL SERVICE: Take all appropriate action to approve award of the service badges to retiring employees Kenneth Rosenbaum and Gale DeClairmont in appreciation of their years of service to Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve award of the service badges to retiring employees Kenneth Rosenbaum and Gale DeClairmont in appreciation of their years of service to Fort Bend County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

25. **HUMAN RESOURCES:**

A. **Take all appropriate action on revisions to the Fort Bend County Employee Information Manual, Section 704: Family and Medical Leave Act, to reflect Department of Labor 2008 revisions to the Act.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve revisions to the Fort Bend County Employee Information Manual, Section 704: Family and Medical Leave Act, to reflect Department of Labor 2008 revisions to the Act.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on revisions to the Fort Bend County Employee Information Manual, Section 510: Retirement.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve revisions to the Fort Bend County Employee Information Manual, Section 510: Retirement.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

26. **JUSTICE OF THE PEACE, PCT. 1, PL. 2: Take all appropriate action to authorize transfer in the amount of $1,800 from the Justice Court Technology Fund into JP 1-2, Information Technology, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the purchase of additional parts and software necessary to make the HP Printer operational.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $1,800 from the Justice Court Technology Fund into JP 1-2, Information Technology, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the purchase of additional parts and software necessary to make the HP Printer operational.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

27. **PURCHASING:**

A. **Take all appropriate action to grant an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(4) for the purchase of a professional service, for renewal of security management program from Cybertrust, Inc., in amount not to exceed $80,000. (Funding equally divided between Library and Information Technology)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to grant an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(4) for the purchase of a professional service, for renewal of security management program from Cybertrust, Inc., in amount not to exceed $80,000. (Funding equally divided between Library and Information Technology)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source, for online databases from Ebsco Publishing, in an amount not to exceed $36,000. (Fund: Library)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried, (5-0), it is ordered to grant an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(7) for the purchase of an item available from only one source, for online databases from Ebsco Publishing, in an amount not to exceed $36,000. (Fund: Library)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 27 continued – Purchasing:

C. **Take all appropriate action on Agreement between Fort Bend County and McDonald Electric for South Post Oak baseball field lighting pursuant to SOQ #09-019, for an amount not to exceed $189,000. (Fund: Facilities, South Post Oak Expansion)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and McDonald Electric for South Post Oak baseball field lighting pursuant to SOQ #09-019, for an amount not to exceed $189,000. (Fund: Facilities, South Post Oak Expansion)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

D. **Take all appropriate action on Agreement between Fort Bend County and Wellington Electric for Mustang Park electrical project pursuant to SOQ #09-022, in an amount not to exceed $59,040. (Fund: Parks)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Wellington Electric for Mustang Park electrical project pursuant to SOQ #09-022, in an amount not to exceed $59,040. (Fund: Parks)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

E. **Take all appropriate action on Professional Services Agreement between Fort Bend County and K.R. Moore and Associates for compensation review services, in an amount not to exceed $27,000. (Fund: Human Resources)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Professional Services Agreement between Fort Bend County and K.R. Moore and Associates for compensation review services, in an amount not to exceed $27,000. (Fund: Human Resources)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

F. **Take all appropriate action on Interlocal Agreement between Montgomery County and Fort Bend County.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Montgomery County and Fort Bend County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 27 continued – Purchasing:

G. **Take all appropriate action on purchase of 6,000 Gallon Emulsion Tank from R B Everett and Company utilizing Houston Galveston Area Council (H-GAC) Agreement SM10-08, in an amount not to exceed $48,555. (Fund: Road and Bridge)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase a 6,000 Gallon Emulsion Tank from R B Everett and Company utilizing Houston Galveston Area Council (H-GAC) Agreement SM10-08, in an amount not to exceed $48,555. (Fund: Road and Bridge)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

H. **Take all appropriate action to purchase furniture and equipment for jail expansion utilizing Texas Multiple Award Schedule (TXMAS) contracts. (Fund: Jail Expansion Project)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase furniture and equipment for jail expansion utilizing Texas Multiple Award Schedule (TXMAS) contracts from the following vendors – Jones & Cook, Star Office, Bob Barker Company, Aria Medical, The Ginger Grant Group and Lyon Workspace.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

I. **Take all appropriate action to reject all submittals on SOQ #08-096 for design/build construction of model airplane pavilion.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to reject all submittals on SOQ #08-096 for design/build construction of model airplane pavilion.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

J. **Take all appropriate action to authorize donation of water tanker to the Fort Bend Firefighters Association pursuant to Local Government Code §262.152(a)(4).**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize donation of water tanker to the Fort Bend Firefighters Association pursuant to Local Government Code §262.152(a)(4).

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 27 continued – Purchasing:

K. **Take all appropriate action to authorize the Purchasing Agent to sell forty (40) county vehicles as surplus property at auction on February 7, 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize the Purchasing Agent to sell forty (40) county vehicles as surplus property at auction on February 7, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

28. **SHERIFF'S OFFICE:**

A. **Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $150.00 to Allied Body Shop and Collision for towing service provided without a purchase order. (Fund: Sheriff, Enforcement, Fees)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of $150.00 to Allied Body Shop and Collision for towing service provided without a purchase order. (Fund: Sheriff, Enforcement, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on Resolution and Application to the Office of the Governor, Criminal Justice Division, for grant funding of the Truancy Abatement and Assistance Program in the amount of $125,000 for the term of September 1, 2009 through August 31, 2010, with no cash match required by Fort Bend County.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Resolution and Application to the Office of the Governor, Criminal Justice Division, for grant funding of the Truancy Abatement and Assistance Program in the amount of $125,000 for the term of September 1, 2009 through August 31, 2010, with no cash match required by Fort Bend County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 28 continued – Sheriff's Office:

C. **Take all appropriate action on Resolution and Application to the Office of the Governor, Criminal Justice Division, for grant funding of the Sex Offender Registration, Monitoring, and Compliance Program (SF 421), Grant No. 2018802 in the amount of $52,674, for the term of September 1, 2009 through August 31, 2010, with a County match of twenty percent. (Fund: Sheriff, FY 2010 budget)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Resolution and Application to the Office of the Governor, Criminal Justice Division, for grant funding of the Sex Offender Registration, Monitoring, and Compliance Program (SF 421), Grant No. 2018802 in the amount of $52,674, for the term of September 1, 2009 through August 31, 2010, with a County match of twenty percent. (Fund: Sheriff, FY 2010 budget)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

29. **VEHICLE MAINTENANCE: Take all appropriate action on request to transfer the amount of $36,000 as detailed on Auditor's form dated January 22, 2009, to allocate additional funds into the Vehicle Maintenance Expansion Project.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $36,000 as detailed on Auditor's form dated January 22, 2009, to allocate additional funds into the Vehicle Maintenance Expansion Project.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

30. **Approve Bills.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $8,276,126.86.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

31. **Ratify release of time-sensitive bills on January 22, 2009.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to ratify release of time-sensitive bills on January 22, 2009 in the amount of $73,170.69.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

32. **Adjournment.**

Commissioners Court adjourned at 1:21 p.m. on Tuesday, January 27, 2009.

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 27th DAY of JANUARY 2009, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK
MARK VOGLER	DRAINAGE DISTRICT MANAGER

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

1. **Call to Order.**

   Call to Order by Judge Hebert at 1:03 p.m.

2. **Take all appropriate action on request to transfer the amount of $210,630 as detailed on Auditor's form dated January 21, 2009 to allocate funds for FY 2008 purchases received in FY 2009.**

   Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $210,630 as detailed on Auditor's form dated January 21, 2009 to allocate funds for FY 2008 purchases received in FY 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

3. **Take all appropriate action on request to transfer the amount of $710,000 as detailed on Auditor's form dated January 21, 2009, to allocate funds budgeted for the Upper Oyster Creek and Clear Creek projects into proper accounts for the Drainage District.**

   Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $710,000 as detailed on Auditor's form dated January 21, 2009, to allocate funds budgeted for the Upper Oyster Creek and Clear Creek projects into proper accounts for the Drainage District.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Adjournment.**

   The Drainage District Board meeting adjourned at 1:04 p.m. on Tuesday, January 27, 2009.

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent Edwards
Human Resources Director

MEMORANDUM

TO: County Judge Robert Hebert
Commissioner Precinct 1, Richard Morrison
Commissioner Precinct 2, Grady Prestage
Commissioner Precinct 3, Andy Meyers
Commissioner Precinct 4, James Patterson

CC: Dianne Wilson, County Clerk
Sherry Fisk, County Clerk

FROM: Beatrice Galan, Human Resources BG

SUBJECT: January Service Awards

DATE: January 5, 2009

Service Awards will be presented in Commissioners Court in the William B. Travis Building on **Tuesday, January 27, 2009 at 12:45 p.m.** to the employees listed below.

	Employee LastName	Employee FirstName	Years Of Service	Department Name
1	Arnold Jr.	Lindberg	5	Community Supervision & Correc
2	Braun	Jeff	5	Office of Emergency Management
3	Cantu	Synthia	5	Justice of the Peace Pct 3
4	Lopez	Anna	5	Justice of the Peace Pct 2
5	Raybon	Susan	5	Information Technology
6	White	Rachel	5	Justice of the Peace Pct 2
7	Argao	Gerard	10	Sheriff-Academy
8	Lacourse	Sheila	10	Community Supervision & Correc
9	Lowrey	Kathryn	10	Risk Management
10	Mehrens	Donald	10	Road & Bridge-Beechnut
11	Murphy	Jessip	10	Sheriff-Patrol
12	Norton	Bryan	10	Road & Bridge-Crabb
13	Patterson	James	10	Commissioner Pct 4
14	Ware	Ernestine	10	Human Resources
15	Werlein	Ann	10	County Judge
16	Wittig	Wesley	10	District Attorney
17	Barnes	Herlinda	15	Fire Marshal
18	Boehnemann	William	15	Sheriff-Detention
19	Clarkson	Robert	15	Information Technology
20	Guebara	Edna	15	Information Technology
21	Hegemier	David	15	Engineering
22	Mainheit	Catalina	15	Justice of the Peace Pct 4
23	McKinnon	David	15	Sheriff-Detective
24	Brdecka	Lynda	20	Engineering
25	Brown	Robert	20	Constable Pct 1
26	Edmonds	Wayman	20	Sheriff-Patrol

Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 * 281/341-8617 * Fax 281/341-8615
www.co.fort-bend.tx.us

P.01 Jan 5 2009 10:10 Fax:2813418615

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent Edwards
Human Resources Director

27	Hamilton	David	20	Road & Bridge-Dairy Ashford
28	Horrocks	Debbi	20	Animal Control
29	Norrell	Harry	20	Sheriff-Detective
30	Zamora	Manuel	20	Engineering
31	Gutowsky	Laura	25	County Tax Assessor/Collector
32	McDill	Michael	25	Emergency Medical Services
33	Meyen	David	25	Drainage District
34	Ramirez	Esther	30	County Court at Law #4

If you have any questions, please contact me at galanbea@co.fort-bend.tx.us or 281-238-3336.

P.02 Jan 5 2009 10:11 Fax:2813418615

5A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/09/2009	**Submitted By: Sandy Hickman**
	Department: County Court at Law No. 3
Court Agenda Date: 01/27/2009	**Phone Number: 281-341-4429**

SUMMARY OF ITEM: JUDGE LOWERY HAS RECEIVED A SCHOLARSHIP TO ATTEND THE NCJJ 36TH ANNUAL CONFERENCE IN ORLANDO FLORDIA FROM MARCH 10 – 14, 2009. THIS CONFERENCE IS 100 % PAID FOR BY THE (NCJJ) NATIONAL COUNCIL OF JUVENILE AND FAMILY COURT JUDGES. ALL EXPENSES INCURRED FOR THIS SEMINAR WILL BE REIMBURSED TO FORT BEND COUNTY.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☑ NO ☐

FUNDNG SOURCE: Accounting Unit: 1004623000 Account Number: 63200
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: TRAVEL

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should 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:

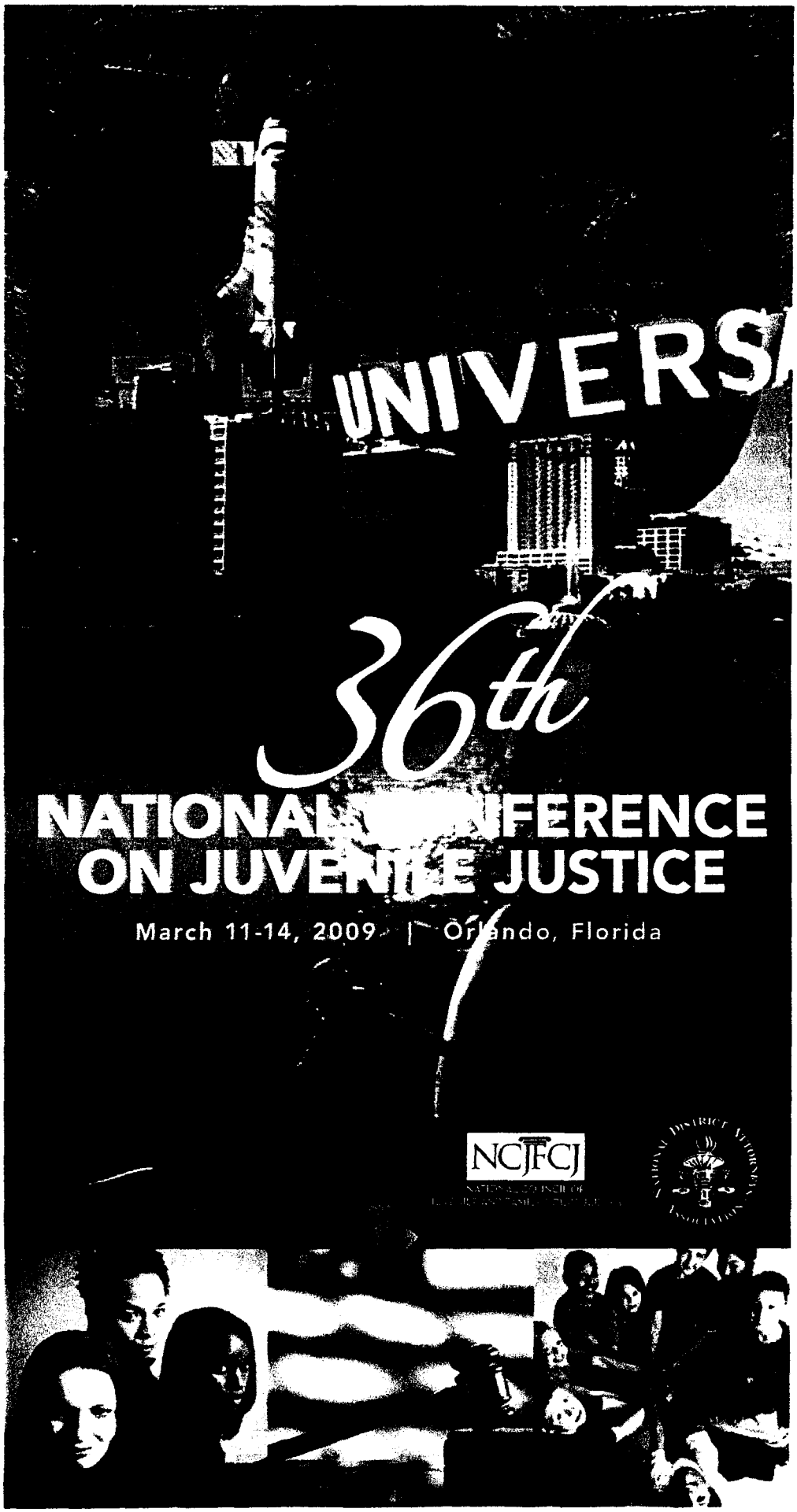
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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
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☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	~~Facilities/Planning~~	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
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☐	~~Information Technology~~	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	~~Other:~~		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): OUT OF STATE TRAVEL FOR JUDGE SUSAN G. LOWERY

AS PER ORIGINAL



CONFERENCE SCHEDULE

36th National Conference on Juvenile Justice

AS PER ORIGINAL

WEDNESDAY, MARCH 11, 2009

1:00 – 5:00 P.M. CONFERENCE REGISTRATION
6:00 – 7:30 P.M. NCJFCJ & NDAA PRESIDENTS' WELCOME RECEPTION
6:00 – 7:30 P.M. EXHIBIT SHOW AND RESOURCE CENTER

THURSDAY, MARCH 12, 2009

7:30 A.M. – 5:30 P.M. CONFERENCE REGISTRATION
7:30 – 8:30 A.M. EXHIBIT SHOW AND RESOURCE CENTER
8:30 – 9:00 A.M. WELCOME AND OPENING SESSION
9:00 – 10:15 A.M. KEYNOTE ADDRESS: HOW DO WE STOP THE VIOLENCE?
10:15 – 10:45 A.M. EXHIBIT SHOW AND RESOURCE CENTER
10:45 A.M. – 12:00 P.M. SEMINARS

- A-1 Do the Write Thing Challenge
- A-2 Leveraging Judicial Authority in Juvenile Courts - OJJDP's Court Coordination Program Increases the Reach of Judges
- A-3 National Campaign to Prevent Teen Pregnancy
- A-4 Statutory Response to Court Security Concerns
- A-5 Juvenile Justice Reform in Indian Country: Lummi Juvenile Justice Project
- A-6 Girls and Delinquency: Using Research to Develop Good Practice
- A-7 Road Work Ahead: Presentation in Detention Units
- A-8 South Africa: Implementing the Children's Act in an Emerging Democracy
- A-9 Effects of Domestic Violence on Children
- A-10 Alternative Education's Role in Educating Youth Transitioning from the Juvenile Justice System

12:00 – 1:30 P.M. CONFERENCE LUNCHEON
12:00 – 1:30 P.M. EXHIBIT SHOW AND RESOURCE CENTER
1:30 – 2:45 P.M. SEMINARS

- B-1 The Use, Misuse, and Abuse of Research and Research Terminology
- B-2 Responding to Resource Reallocation
- B-3 Engaging Families in the Courtroom
- B-4 Creating a Coordinated and Integrated Child Welfare & Juvenile Justice System to Improve Outcomes
- B-5 Street Smarts on Drugs - I
- B-6 Family Violence and Delinquency in the Context of Family Law
- B-7 Re-Entry of Residential Youth Safely Back Into the Community with Limited Relapse
- B-8 Fundamental Overview of Juveniles Who Have Sexually Perpetrated - I
- B-9 Court and Media Relations
- B-10 Youth In Custody: Characteristics and Conditions

2:45 – 3:15 P.M. EXHIBIT SHOW AND RESOURCE CENTER
3:15 – 4:30 P.M. SEMINARS

- C-1 The Blueprint Commission: Florida Juvenile Justice Reformers Take on Minority Over-Representation, Cross-Over Kids, Zero Tolerance and Girls in the System and Other Topics
- C-2 Building an Effective Re-Entry Continuum: The Alaska Division of Juvenile Justice Transitional Services Program
- C-3 The Connection Between Domestic Violence and Girls in the Juvenile Justice System
- C-4 Case Law Update – Juvenile Delinquency
- C-5 Street Smarts on Drugs - II
- C-6 The New York City Risk Assessment Instrument for Juvenile Detention: Research and Implementation
- C-7 Cross-Systems Navigation: How to Effectively Acquire Access to Services in Dependency and Delinquency Cross-Over Cases
- C-8 Fundamental Overview of Juveniles Who Have Sexually Perpetrated - II
- C-9 Barriers to Counsel in Juvenile Justice
- C-10 Exploring the Dark Matter of Juvenile Justice: Using Case Closing Outcomes to Create a Better Understanding of Our Universe

4:45 – 5:30 P.M. CURRENT ISSUES IN JUVENILE JUSTICE PANEL DISCUSSIONS

Judges' Caucus
Prosecutors' Caucus
Defense Counsel Caucus
Probation and Aftercare Caucus
Police Caucus
Corrections and Detention Caucus
Educators' Caucus

Administrators' Caucus
Child Protection Caucus
Special Groups' Caucus


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FRIDAY, MARCH 13, 2009

7:30 – 8:30 A.M. **EXHIBIT SHOW AND RESOURCE CENTER**

8:30 – 9:45 A.M. **SUBSTANCES AND THE ADOLESCENT BRAIN: A FIELD GUIDE FOR THE JUVENILE JUSTICE PROFESSIONAL**

9:45 – 10:00 A.M. **FEDERAL UPDATE**

10:00 – 10:30 A.M. **EXHIBIT SHOW AND RESOURCE CENTER**

10:30 – 11:45 A.M. **SEMINARS**

- D-1 Multi-Agency Truancy Collaboration
- D-2 Judicial Checklists to Ensure Educational Needs of Youth in Foster Care are Met
- D-3 The Juvenile Delinquency Guidelines Project in Utah
- D-4 Girl Matters
- D-5 Juvenile Sex Offenders - Challenges in Prosecution and Community Disposition: The New York Experience
- D-6 Using Performance-Based Standards to Measure Evidence-Based Practices
- D-7 Juvenile Waiver to Adult Court: New Issues, Growing Concerns and Potential Solutions
- D-8 The Miami-Dade County Juvenile Justice Model as Model for Reform
- D-9 The Project Safe Neighborhoods Anti-Gang Training
- D-10 Interpreting Psychological and Neurological Records in Court
- D-11 Ethics for Prosecutors

11:45 A.M. – 1:00 P.M. **CONFERENCE LUNCHEON (ON YOUR OWN)**

11:45 A.M. – 1:00 P.M. **EXHIBIT SHOW AND RESOURCE CENTER**

11:45 A.M. – 1:00 P.M. **MINORITY CAUCUS LUNCH MEETING (LUNCH FOR PURCHASE AVAILABLE)**

1:00 – 2:15 P.M. **ROADMAP FOR JUVENILE JUSTICE REFORM**

2:30 – 3:45 P.M. **SEMINARS**

- E-1 Exploring the Complexities of Resiliency
- E-2 Right or Wrong: Making Ethical Decisions
- E-3 The Direct Link Between Unresolved Trauma and Juvenile Delinquency
- E-4 Role of the Prosecutor
- E-5 Justice for Girls: Groundbreaking Advocacy Strategy for Making Girls a Priority
- E-6 Courts Catalyzing Change: Tools to Reduce Disproportionality and Disparity from the Bench
- E-7 Bridging the Gap: Protecting the Welfare of the Detained Juvenile and of Society
- E-8 Dependency and Delinquency Courts
- E-9 A Better System for Status Offenders: National Best Practice and Case Outcomes
- E-10 A Collaborative Approach to Truancy Abatement
- E-11 Sex Offender Registration and Notification Act (SORNA): Recent Developments

3:45 – 4:00 P.M. **EXHIBIT SHOW AND RESOURCE CENTER**

4:00 – 5:15 P.M. **SEMINARS**

- F-1 Collaboration with Juvenile Court Constituencies
- F-2 The Effects of Lifetime Registration when Applied to Juvenile Sex Offenders
- F-3 Coordinated Management and Services for Foster Children in the Delinquency System
- F-4 Employing a Positive Youth Development Framework: Juveniles Exposed to Domestic Violence
- F-5 Case Management Essentials for Probation
- F-6 Toward the Reduction of Recidivism Throughout the Continuum of the Florida Department of Juvenile Justice Services
- F-7 LGBTQ Youth in the Juvenile Justice System: Accurate Data, Practical Techniques, and Best Practices
- F-8 Gun Laws and Juvenile Violent Crime Rates
- F-9 A Continuum of Effective Gang-Related Programs
- F-10 Prevention Intervention Strategies
- F-11 Delete Cyberbullying

SATURDAY, MARCH 14, 2009

8:00 – 8:30 A.M. **NETWORKING BREAK**

8:30 – 9:45 A.M. **REDUCING MINORITY YOUTH'S INCARCERATION AND DETENTION PLACEMENTS BY ACCESSING MENTAL HEALTH DISABILITY SERVICES**

9:45 – 10:00 A.M. **NETWORKING BREAK**

10:00 – 11:15 A.M. **SUSTAINING THE GAINS: EMERGING TRENDS**

11:15 – 11:30 A.M. **CLOSING REMARKS, EVALUATION AND ADJOURNMENT**

AGENDA ITEM

58-1)

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: January 12, 2009	**Submitted By: Renee White**
	Department: Associate County Court
Court Agenda Date: January 27, 2009	**Phone Number: 281.633.7693**

SUMMARY OF ITEM: Judge Kennedy will be traveling by plane to Orlando, Florida for a seminar on Juvenile Justice on March 10, 2009 and will be returning on March 14, 2009. Since he will be traveling by plane it will be necessary to rent a vehicle for transportation. He is requesting that he be reimbursed for the cost of the rental car and for fuel.

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

List Supporting Documents Attached: *Registration email.*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☑ NO ☐

FUNDNG SOURCE: Accounting Unit: 100426500 Account Number: 63200
Activity (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☑

Instructions to submit Agenda Request Form:
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☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

5B 2

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 1-16-08	Submitted By: JOHN HEALEY
	Department: 4801 DA
Court Agenda Date: 01-27-09	Phone Number: 281-341-4473

SUMMARY OF ITEM: APPROVE OUT OF STATE TRAVEL FOR JEFF STRANGE TO SAN FRANCISCO, CALIFORNIA TO ATTEND SEMINAR "PROSECUTING HOMICIDE CASES" APRIL 25-30, 2009 SPONSORED BY THE NATIONAL COLLEGE OF DISTRICT ATTORNEYS.

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

List Supporting Documents Attached: SEE ATTACHED

FINANCIAL SUMMARY
BUDGETED ITEM YES X NO____

FUNDING SOURCE: 100480100 63200 AND ACTIVITY (IF APPLICABLE):

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
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☐	Information Technology	(281-341-4526)	X☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

PROSECUTING HOMICIDE CASES

APRIL 26-30, 2009 — **SAN FRANCISCO, CALIFORNIA**

Just when you think you have seen and heard it all! Murder as we know it has taken on a series of issues. From the planned, complex homicide, to the random killing of a Halloween "trick or treater;" you have to be prepared to face a multitude of defense claims, forensic evidence issues, jury nullification issues, and still remain current on all legal and strategic issues involving the investigation, pre-trial preparation and trial presentation of your case. The explosion of the media and the entertainment industry's focus on crime scene investigations and "real crime" fallacies generate concern among the prosecution team that this may have a negative impact on your prospective jurors. The challenges for the prosecution team (investigators, paralegals and other prosecutor assistants) seem immense but not insurmountable.

The College, in its continuing tradition of providing the best training for the prosecution team, presents the *Prosecuting Homicide Cases* course. We have gathered veteran prosecutors, expert witnesses, scientists, and technology specialists to assist in fine-tuning your litigation skills, provide cutting-edge investigative techniques, overview advances in scientific procedures, and build expertise with both research and presentation technology that will increase your ability to successfully meet any challenge these cases may present.

Included in the program are topics such as:

- The Unlikable Victim: Making Your Jury Care
- Pathology – Manner of Death and Post Mortem Injuries
- Setting the Scene: The Persuasive Opening Statement
- The Juvenile Defendant: Investigative and Prosecution Issues
- Ethical Issues in Homicide Cases for Prosecutors and Investigators
- Anticipating and Overcoming Defense Claims in Capital Murder Cases
- Unique Syndromes and Defenses
- The Commanding Closing Argument
- Witness Intimidation
- The Visual Trial

Join us in San Francisco... The course will be held at the Holiday Inn Fisherman's Wharf, conveniently located within a short walking distance of a number of San Francisco attractions including Pier 39, Alcatraz, the ferry cruise piers and Ghirardelli Square. The cable cars and trolleys are available to take you to downtown areas of interest during your free time!



OFFICE ADMINISTRATION

MAY 10-14, 2009 — **SAN FRANCISCO, CALIFORNIA**

Managing the prosecutor's office can be overwhelming. With the added complexity of the financial crisis, election year woes, employee morale issues, crime rates skyrocketing, high turnover rates in many offices, valuable employees seeking higher paying careers, safety concerns for employees in "high risk" divisions, and in-house training needs, managers must be knowledgeable of a variety of issues. Our experienced multi-disciplinary faculty like you work on the front lines with these daily battles and are equipped to share practical, effective solutions. Our faculty consists of attorney and non-attorney supervisors, elected and appointed chief prosecutors and consultants. The *Office Administration* course offers a variety of formats -- workshops, lectures and networking sessions -- designed with your interests in mind. The less formal participatory sessions afford an excellent opportunity for you not only to learn how to be a more effective administrator, but also discuss common issues with attendees from across the country struggling with these same challenges.

Come join us as we roll up our sleeves and get to work on solving your most pressing concerns!

Included in the program are topics such as:

- Dealing with the Media
- The Americans with Disabilities Act
- Supervisory and Personnel Issues
- Paperless File Management
- The Family Medical Leave Act
- Hiring and Firing Decisions
- Ethics and Professionalism
- Support Staff Selection and Retention
- Motivating your Team when the Well Runs Dry
- Can you Hear Me Now?..The Impact of Powerful Communication Skill
- Show Me the Money: Drafting and Maintaining Innovative Grants
- Practicing What you Preach - Are Your Office Practices in Line with your Policies?
- Managing the Office During a Disaster & Disaster Recovery Plans
- Navigating Tricky Waters - Filing Disciplinary Complaints

Join us in San Francisco... The course will be held at the Holiday Inn Fisherman's Wharf, conveniently located within a short walking distance of a number of San Francisco attractions including Pier 39, Alcatraz, the ferry cruise piers and Ghirardelli Square. The cable cars and trolleys are



AS PER ORIGINAL

COURSE APPLICATION

PLEASE IDENTIFY THE COURSE(S) YOU WOULD LIKE TO ATTEND:

- ☐ PROSECUTING DRUG CASES.....$595
- ☐ EVIDENCE FOR PROSECUTORS.....$595
- ☐ CRIME SCENES & INVESTIGATIONS.....$595
- ☐ SPECIAL PROSECUTIONS.....$595
- ☐ CONTEMPORARY TRIAL ISSUES.....$595
- ☐ PROSECUTION AND VICTIM ADVOCACY.....$595
- ☑ PROSECUTING HOMICIDE CASES.....$595
- ☐ OFFICE ADMINISTRATION.....$595
- ☐ SOLVING PROSECUTION PROBLEMS.....$595
- ☐ CAREER PROSECUTOR COURSE.....$1080
- ☐ THIS APPLICATION FOLLOWS THAT OF ANOTHER PERSON FROM MY OFFICE WHO IS PAYING FULL TUITION FOR THE SAME COURSE; DISCOUNT $50.

☐ CLE Certification
The College seeks to comply with the continuing legal education requirements of the various states. The College estimates that there will be approximately 18 CLE hours for attendance at these courses. Hours approved by individual states may vary. Please contact your state's CLE Administrator.

☐ By attending a course, I am eligible to join the NCDA Alumni Association. Sign me up for 2009 and send me the current issue of *The Practical Prosecutor*.....$15

LATE REGISTRATION FEE: If you do not register *at least* 10 days prior to the start of the course, you will be charged a late registration fee of $60 in addition to regular tuition. This fee also applies to walk-in registrants.

CANCELLATION AND REFUND POLICY: Please notify the Registrar *in writing* immediately if you are unable to attend a course you have registered for. Full refunds will be made for cancellations received by 5pm eastern, ten (10) business days prior to the beginning of the course. Refunds, less $60 for administrative fees, will be made for cancellations received after this date for all courses.

PLEASE PRINT CLEARLY

ATTENDEE Jeff Strange JOB TITLE Asst. Dist. Attny

OFFICE/COUNTY Fort Bend County Texas

EMAIL jstrange@co.fort-bend.tx.us PHONE (281) 341-4460 FAX (281) 238-

ADDRESS 301 Jackson Street Rm 101

CITY Richmond STATE TX ZIP+4 77469

PAYMENT INFORMATION:

○ CHECK TO NDAA ○ VOUCHER/PO# _____ ○ VISA ○ MASTERCARD

CARD# _____ EXP DATE _____ PIN # ON BACK OF CARD _____

CARDHOLDER SIGNATURE _____

CARDHOLDER ADDRESS (IF DIFFERENT FROM ABOVE): _____

CITY _____ STATE _____ ZIP+4 _____

For information call NCDA Registrar at 803/705-5096 ~ fax 803/705-5099 ~ visit www.ndaa.org/ncda

National College of District Attorneys
Education Division of the National District Attorneys Association
1600 Hampton Street, Suite 414
Columbia, South Carolina 29208

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CELENA VINSON
ASSISTANT DISTRICT ATTORNEY
FORT BEND COUNTY
301 JACKSON ST
RICHMOND TX 77469-3108

5B3

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/20/2009	**Submitted By:** Risk Management
	Department:
Court Agenda Date: 01/27/2009	**Phone Number:** 281 341 8630

SUMMARY OF ITEM: CONSENT AGENDA ITEM:

Consider and approve out of state travel for Wyatt Scott to attend the 2009 RIMS (Risk and Insurance Management Society) Annual Conference in Orlando, Florida April 19, 2009 thru April 23, 2009

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO ☐

FUNDNG SOURCE: Accounting Unit: 100410100 Account Number: 63200
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: Travel

Instructions to submit Agenda Request Form:

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☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

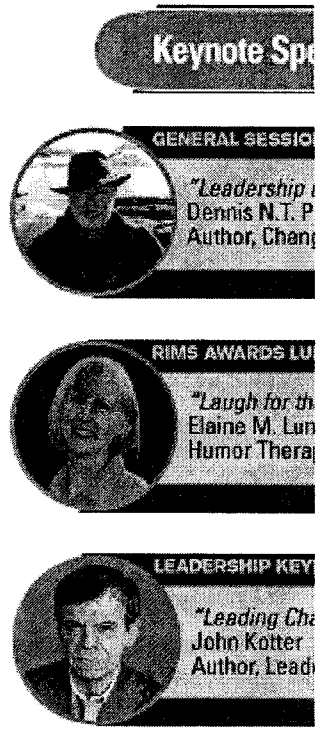
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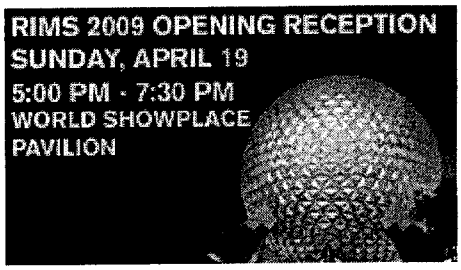
RIMS 2009

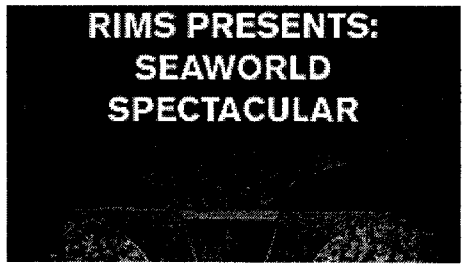
EVEN WITH THE RIGHT DIRECTIONS, WRONG TURNS CAN HAPPEN

Developing a solid risk program means encountering many twists and turns. Learn how to navigate the complexities of risk at **RIMS 2009 Annual Conference & Exhibition in Orlando on April 19-23**. With 120+ sessions offered at all experience levels and presented by 400 industry experts, you'll find the instruction you need to strengthen your risk program. Browse the Exhibit Hall and find hundreds of companies offering the latest innovations and breakthrough solutions. And be ready—you'll experience networking opportunities at every turn.

Register now and stay on the path to success!







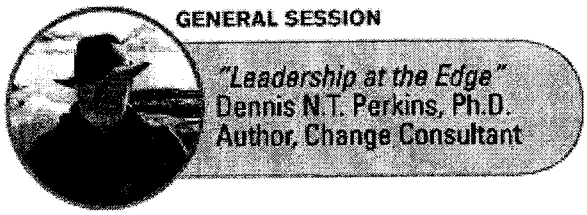
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EVENTS

Schedule at a Glance | Networking Events | Exhibit Hall Events | Community Service Day | Spencer Educational Foundation Events |

From presentations by top industry leaders to community service events and lively entertainment, the events at RIMS 2009 Annual Conference & Exhibition are just a few of the many pieces that will motivate and inspire you to energize your risk management strategy.



Monday, April 20, 8:00 am – 10:00 am
Orange County Convention Center, Valencia Room, 4th floor
Doors open at 7:30 am. Breakfast service ends promptly at 8:30 am.

Without question, today's economy poses many challenges that require you to react quickly and adjust your resources. Discover what RIMS is doing to help risk practitioners work efficiently and effectively—our new offerings, the Society's plans for 2009 and RIMS vision for the future of our industry. Help us recognize one of the industry's shining stars—the winner of the 2009 Harry and Dorothy Goodell Award for outstanding lifetime achievement in the risk management industry.

Finally, you'll hear Dennis Perkins, author and change consultant, share his innovative leadership development strategies with stories that occur "at the Edge" and take away valuable lessons that you can start applying today. His breakthrough leadership approach is based on effective leadership in demanding environments, especially those characterized by uncertainty, ambiguity and rapid change. Using stories that occurred "at the Edge"—the outer limits of human endurance—Perkins illustrates his 10 strategies for success. *Are you ready to be taken to the Edge?*

Relive the 1914-1916 Trans-Antarctic Expedition led by Sir Ernest Shackleton, a compelling story of tremendous leadership and teamwork under extreme "life and death" circumstances. Using actual photographs, drawings and journal entries from the expedition, you will experience the story as if you were part of the crew. The gripping narrative becomes the departure point for an intense and unforgettable experience that will leave you with powerful strategies for leading through change, providing direction, building and leading high performance teams, and gauging appropriate risk-taking and tracking ongoing risk management.

Monday, April 20, 12:15 pm – 1:30 pm
Orange County Convention Center, Valencia Room, 4th floor

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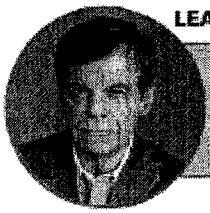


RIMS AWARDS LUNCHEON

"Laugh for the Health of It!"
Elaine M. Lundberg, M.A
Humor Therapist, Author

And the winner is... find out who are our industry's shining stars as we honor the best and brightest in risk management. These individuals and RIMS chapters have worked hard to promote RIMS and the risk management profession—let's give them the recognition they deserve.

After the awards ceremony, you will discover why laughter really is an amazing method of stress management. Elaine Lundberg, humor therapist, takes a humorous yet practical approach to wellness in Laugh for the Health of It! She will educate, motivate and help you learn to effectively incorporate positive humor into your personal and professional life. Find out how to take your work seriously but yourself lightly by using the most important tool of all—laughter!



LEADERSHIP KEYNOTE LUNCHEON

"Leading Change"
John Kotter
Author, Leadership Consultant

Tuesday, April 21, 12:15 pm – 2:00 pm
Orange County Convention Center, Valencia Room, 4th floor

As organizations struggle to find a balance between employing good business practices, delivering on promises and staying cutting-edge in a fast-moving global business environment, Harvard Business School professor and change management guru John Kotter shares the secrets to aligning your business goals and embracing effective change management. Participants will learn an actionable, step-by-step process for implementing successful transformations within their businesses, as well as how you can act as an agent and play a leading role in critical organizational change.

Kotter is widely regarded as one of the world's foremost authorities on leadership and change. He has authored the international bestseller *Leading Change* and *The New York Times* bestseller *Our Iceberg is Melting*. His newest work, *A Sense of Urgency*, outlines what businesses can do to ensure successful change.



KEYNOTE BREAKFAST

"The Liquidity Trap: from Long Term Capital Management to Lehman"
Roger Lowenstein, Author

Thursday, April 23, 8:00 am – 9:30 am
Orange County Convention Center, Valencia Room, 4th floor

Roger Lowenstein, financial journalist and author of *When Genius Failed: The Rise and Fall of Long-Term Capital Management*, will discuss common errors in long-term capital management and the current crises. He'll explain how and why risk managers and others put excessive faith in

liquidity, and what investment strategies you should be looking at instead. A reporter for The Wall Street Journal for more than a decade, he is now a regular contributor to The New York Times Magazine, SmartMoney, and Portfolio.

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5B4A

AGENDA ITEM

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Inv. Art Zarosky

Inv. James Murray

DATE OF DEPARTURE: 1/12/2009

DATE OF RETURN: 1/13/2009

DESTINATION: Brownsville, Tennessee

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: County Vehicle

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 1/12/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

5B4B

AGENDA ITEM

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Inv. Hal Knight

Inv. Mike Kubricht

DATE OF DEPARTURE: 1/22/2009

DATE OF RETURN: 1/22/2009

DESTINATION: Shreveport, Louisiana

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: County Vehicle

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 1/20/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

5B4C

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM

TO: COMMISSIONERS COURT

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

DENISE HAENEL _____ _____

_____ _____

_____ _____

DATE OF DEPARTURE: 06 27 2009

DATE OF RETURN: 07 01 2009

DESTINATION: NEW ORLEANS, LOUISIANA

PURPOSE OF TRIP: SHRM ANNUAL CONFERENCE
(SOCIETY FOR HUMAN RESOURCE MANAGEMENT)

MODE OF TRANSPORTATION: AIR

FUNDING SOURCE: 100560100 63200

DEPARTMENT HEAD APPROVAL: MILTON T. WRIGHT SHERIFF'S OFFICE
Name & Department

DATE: 11/14/08

Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date_____)

WHITE COPY - _____ CANARY COPY - _____ PINK COPY - _____ GOLDENROD COPY - _____

AGENDA ITEM 6

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01.21.09 **Submitted By:** Laura Johnson
Department: Commissioner Pct. 1
Court Agenda Date: 01.27.09 **Phone Number:** 4556

SUMMARY OF ITEM: Take all appropriate action to authorize Scanlan Oaks Elementary School PTO to use streets and/or roads located in Sienna Plantation, Fort Bend County, Texas on March 7, 2009 for approximately one hour to hold their annual Family Fun Run.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should 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 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):

1-28-09 orig. ret. to Laura at Co Attorney

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

FULL RELEASE AND AGREEMENT FOR USAGE OF COUNTY PROPERTY

This Full Release is made and entered into by and between Fort Bend County, Texas (hereinafter referred to as "County,") and SCANLAN OAKS ELEMENTARY SCHOOL PTO (hereinafter referred to as "PTO"); and,

WHEREAS, the County desires to permit PTO to use Fort Bend County's property located in Sienna Plantation, Fort Bend County, Texas on Saturday, March 7, 2009 for approximately 1 hour to serve a public purpose; and,

WHEREAS, PTO desires to fully release County of any and all claims that may be derived from the use of certain streets and/or roads; and,

WHEREAS, PTO is responsible to County for any and all damages that may occur to County property located in Sienna Plantation on March 7, 2009; and,

WHEREAS, the parties agree the purpose of the release is to buy peace; and,

WHEREAS, the parties agree that the terms of this release and agreement accurately reflect their intent.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

AGREEMENT

1. The purpose of this Agreement is to allow PTO to use certain County property, namely County roads, located in Sienna Plantation, Fort Bend County, Texas for a Family Fun Run on March 7, 2009.
2. PTO shall use reasonable care to prevent damage to County property.
3. PTO shall be responsible for any damage to the Property and shall reimburse County for any reasonable repairs made by PTO's usage upon completion of the stated purpose of this Agreement.
4. PTO shall, keep in full force and affect a policy or general liability insurance in which the limits shall not be less than $1,000,000 for each claim aggregate. The policy shall name the County as an additional ensured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to County no less than five (5) business days before the

RECORDED ON 2-5-09
IN THE COMMISSIONER COURT
MINUTES OF 1-27-09

date of this event.

5. PTO releases does release, acquit, and forever discharge the County, its officials, agents, servants, and employees and all persons in privity with the County from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to PTO's usage of County property.
6. PTO 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, bodily injury, sickness, disease or death as a result of PTO's use of County property.
7. PTO shall be solely responsible and at its own cost for obtaining all necessary and proper law enforcement officers to aid in traffic control.

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: 1-27-09

ATTEST:

_____
Dianne Wilson, County Clerk

SCANLAN OAKS ELEMENTARY SCHOOL PTO

By: _____
Kim McCoy, Fun Run Co-Chair

Date: 01/17/09

MER:lj:Sienna Plantation Family Fun Run Release:2009(01122009)

7

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 9, 2009
Court Agenda Date: January ~~13~~ 27, 2009

Submitted By: Mandi Bronsell
Department: Commissioner Pct. 3
Phone Number: 281-494-9076

SUMMARY OF ITEM:
Discuss and consider taking action to reappoint Hank Wenzler and Gregg Nady to the Fort Bend Emergency Services District No. 1 (Kelliwood) for the term January 1, 2009 – December 31, 2010.

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):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: Incomplete forms will not be processed.
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☐	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):

COVELER & KATZ, P.C.
Attorneys At Law
TWO MEMORIAL CITY PLAZA
820 GESSNER, SUITE 1710
HOUSTON, TEXAS 77024-8261
Telephone (713) 984-8222
Facsimile (713) 984-0670

January 7, 2009

The Honorable W. A. Andy Meyers
Fort Bend County Commissioner, Precinct Three
1809 Eldridge Road
Sugar Land, Texas 77478

Re: Appointment of Commissioners to Fort Bend County Emergency Services District No. 1 (Kelliwood)

Dear Commissioner Meyers:

This office is counsel for the Fort Bend County Emergency Services District No. 1.

There are two members who have term ending dates of December 31, 2008: Hank Wenzler and Gregg Nady. These members have graciously accepted re-appointment, subject to your and Commissioner's Court approval, for the period January 1, 2009 - December 31, 2010.

It is requested that the re-appointments to the Board be placed on an upcoming agenda for Fort Bend County Commissioner's Court.

Thank you for your attention and consideration.

Very truly yours,

COVELER & KATZ, P.C.

By: Howard L. Katz

HLK/dw

8

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 14, 2009	**Submitted By: Pamela Gubbels**
	Department: Budget Office
Court Agenda Date: January 27, 2009	**Phone Number: 281.344.3938**

SUMMARY OF ITEM:
Record into the Commissioners Court minutes the Budget Calendar for FY2010.

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

List Supporting Documents Attached: *FY2010 Budget Calendar*

FINANCIAL SUMMARY: N/A

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Tax Assessor/Collector		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY
BUDGET CALENDAR
FISCAL YEAR 2010

Date	*Activity*
January 27	Fort Bend County 2010 Budget Policy adopted
February 16-20	Lawson Budgeting & Planning (LBP) Training
February 26-27	Lawson Budgeting & Planning (LBP) Workshops
March 2	Budget Office releases LBP for users to begin 2010 budget requisitions.
April 17	Budget Office closes Phase 1 of Budget Process (Dept. Requests Due)
April 20-24	Capital Improvement Project requests are submitted to the Building & Space Committee.
May 11-15	Budget Office conducts Preliminary Budget Hearings with Commissioners' Court and department heads
May 26-29	Budget Office conducts Capital Improvement Project Budget Hearings
July 9	Budget Office distributes recommended budgets to offices and departments.
July 13-17	Budget Office holds meetings with elected officials and department heads regarding the recommended budget.
July 20-24	Budget Office conducts final budget hearings with Commissioners Court and department heads
July 25	Last day for chief appraiser to certify appraisal roll to each taxing unit (sec. 26.01)
July 29 (Last day August 5)	Effective tax rate for Fort Bend County general fund and Fort Bend County Drainage District, and the Fort Bend Parkway Road District published in the local paper.
July 29	Budget Office submits agenda requests to: 1. Propose a tax rate. The Court must take a record vote. 2. Set Public Hearings on a tax increase. (The Public Hearings may not be held before the seventh day after the date the notice of public hearing on the proposed tax increase is given.) August 21 @ 5:30 p.m. and August 25 @ 1:00 p.m. 3. Set Public Hearings on the Proposed Budget for Fort Bend County and Fort Bend County Drainage District. September 14 @ 5:30 p.m. and September 15 @1:00 p.m. 4. Propose salaries for Elected Officials. 5. Propose positions and salaries for Fort Bend County and Fort Bend County Drainage District.
August 4	1. Commissioners Court proposes a tax rate and takes record vote. (Tax Code §26.05) 2. Commissioners Court sets Public Hearing on Tax Increase for Fort Bend County and Fort Bend County Drainage District for August 21 @ 5:30 p.m. and August 25 @ 1:00 p.m. (Tax Code §26.06) 3. Commissioners Court sets Public Hearing on the Proposed Budget for Fort Bend County and Fort Bend County Drainage District for September 14 @ 5:30 p.m. and September 15 @ 1:00 p.m. (TxLGC §111.067) 4. Commissioners Court proposes salaries for Elected Officials (TxLGC §152.013) 5. Commissioners Court proposes positions and salaries for Fort Bend County and Fort Bend County Drainage District.

Date	*Activity*
August 4 (cont.)	6. Submit legal notices for Public Hearing on Tax Increase, Public Hearing on Proposed Budgets, and Elected Officials Proposed Salaries to Sherry Fisk in the County Clerk's Office. Make sure the Texas Comptroller's form for Notice of Public Hearing on Tax Increase is used. Truth-In-Taxation can be found at http://www.window.state.tx.us/taxinfo/proptax/tnt08/
August 5	Budget Office Sends out Salary Notification Letters to elected officials of Fort Bend County. (TxLGC §152.013c)
August 12	1. Notice of Public Hearing for Proposed Tax Increase for Fort Bend County and Fort Bend County Drainage District published in local paper. (Tax Code §26.06) 2. Notice of Public Hearing on Proposed 2010 Budget published in local paper (TxLGC §111.0675) 3. Proposed 2010 annual salaries of Fort Bend County elected officials published in local paper. (TxLGC §152.013b)
August 21	Commissioners Court holds 1st Public Hearing on Proposed Tax Increase for Fort Bend County and Fort Bend County Drainage District. (Tax Code §26.06)
August 25	Commissioners Court holds 2nd Public Hearing on Proposed Tax Increase for Fort Bend County and Fort Bend County Drainage District. (Tax Code §26.06)
September 8	Budget Office files 2010 Proposed Budget with County Clerk and County Auditor. (Public Hearing shall be held within 10 calendar days after the date the proposed budget is filed TxLGC §111.067)
September 9	Notice of Vote on Tax Rate is published in local newspaper. (Tax Code §26.06) (Tax Office)
September 9	Budget Office submits agenda request forms to: 1. Hold Public Hearings on Proposed Fort Bend County 2010 Budget and Fort Bend County Drainage District 2010 Budget 2. Adopt Proposed Positions for Fort Bend County and Fort Bend County Drainage District. 3. Adopt salaries for Fort Bend County Elected Officials. 4. Adopt the 2010 budgets for Fort Bend County and the Fort Bend County Drainage District. 5. Adopt the 2009 Tax Rate for Fort Bend County, Fort Bend County Drainage District, and Fort Bend Parkway Road District.
September 14	Commissioners Court holds 1st Public Hearing on Proposed Fort Bend County 2010 Budget and Fort Bend County Drainage District 2010 Budget. (TxLGC §111.067)
September 15	1. Commissioners Court holds 2nd Public Hearing on Proposed Fort Bend County 2010 Budget and Fort Bend County Drainage District 2010 Budget (TxLGC §111.067) 2. Commissioners Court adopts Proposed Positions for Fort Bend County and Fort Bend County Drainage District. 3. Commissioners Court adopts salaries for Fort Bend County Elected Officials. (TxLGC §152.013) 4. Commissioners Court adopts the 2010 Budgets for Fort Bend County and the Fort Bend County Drainage District. (TxLGC §111.068) 5. Commissioners Court adopts the 2009 Tax Rate for Fort Bend County, Fort Bend County Drainage District, and Fort Bend Parkway Road District.

9a1

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **27th** day of **January** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **County Clerk Records Management** **285403102**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	285403102-63000	$ 2,556
	TOTAL TRANSFERRED TO:	**$ 2,556**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fund Balance	285403102-34000	$ 2,556
	TOTAL TRANSFERRED FROM:	**$ 2,556**

EXPLANATION: Transfer funds for FY2008 purchases received in FY2009.

Department Head: [signature] Date: 1/21/09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: [signature]
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

86

9a2

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **27th** day of **January** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008. the Court heard and approved the budget for the year 2009 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: **County Clerk Records Management** **270403101**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	270403101-63000	$ 329.913
Information Technology	270403101-65000	12.604
	TOTAL TRANSFERRED TO:	**$ 342.517**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contingency	270403101-66500	$ 150.000 ✓
Fund Balance	270403101-34000	192.517
	TOTAL TRANSFERRED FROM:	**$ 342.517**

EXPLANATION: Transfer funds for FY2008 purchases received in FY2009.

Department Head: RQH Date: 1/21/09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert E. Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

9B

9B

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **27th** day of **January** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

AGENDA ITEM

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Sheriff - Enforcement** Dept. #: **100560100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	63000	$ 60,890
Travel	63200	$ 2,990
IT Hardware & Software	65000	$ 73,975
	TOTAL TRANSFERRED TO:	**$ 137,855**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Capital Acquisitions	64500	$ 137,855
	TOTAL TRANSFERRED FROM:	**$ 137,855** ✓

EXPLANATION: Pay Perceptive Software invoices out of correct line items.

Department Head: Kathleen Barnes Date: January 12, 2009

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

9B

Form BO1
Revised 10/2005

10 A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/12/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.14 (Pay Estimate No. 14) in the amount of $22,978.69 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1,2,3 &4. (Fund: Mobility Bonds) PC04300003845

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):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	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):

SCHAUMBURG & POLK, INC.

Management and Administrative Support Services
2007 Fort Bend County Mobility Program

BILLING SUMMARY

Summary Invoice No. 14
Billing Period: 11/3/08 - 11/30/08

Description	Invoiced To Date	Previously Invoiced	Total This Invoice
General Project Management	$164,608.36	$162,793.36	$1,815.00
703 Falcon Landing Boulevard	$12,761.32	$12,761.32	$0.00
719 Burney Road	$11,309.32	$11,174.32	$135.00
725 Harlem Road South	$26,464.92	$22,779.42	$3,685.50
727 Harlem Road North	$17,674.15	$16,176.82	$1,497.33
732 Greenbusch Road	$56,333.40	$51,470.36	$4,863.04
733 Katy-Gaston Road	$56,082.05	$48,050.05	$8,032.00
734 Katy-Flewellen Road	$35,736.32	$33,922.32	$1,814.00
735 Mason Road	$9,559.31	$9,091.81	$467.50
735A Mason Road Bridge	$754.77	$754.77	$0.00
741 West Bellfort Road	$12,561.79	$10,968.07	$1,593.72
745 Florence Road	$10,088.81	$9,938.81	$150.00
747 Ransom Road	$19,475.81	$19,340.81	$135.00
769 Brand Lane	$10,188.21	$10,188.21	$0.00
TOTALS	$443,598.54	$419,410.45	$24,188.09
Retainage (5 percent)	($22,179.93)	($20,970.52)	($1,209.40)
NET	**$421,418.61**	**$398,439.93**	**$22,978.69**
			Total Now Due

OK DJH

	Amount	Spent to Date	Remaining
Original Contract	$463,747.00	$443,598.54	$20,148.46

Purchase Order No. PC 04300003845, 10/10/07

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.00
Invoice No: 0000014

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.00 GENERAL PROJECT MANAGEMENT

FORT BEND COUNTY PROJECT MANAGEMENT
GENERAL PROJECT MANAGEMENT

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount
PROGRAM SCHEDULE SPI				
RING, PETER ALVIN	11/11/08	2.00	135.00	270.00
INVOICE PROGRESS REPORT SPI				
BAKER, TIA MARIA	11/20/08	1.00	45.00	45.00
PROGRAM SCHEDULE SPI				
DESSENS, MARK C.	11/10/08	3.00	150.00	450.00
DESSENS, MARK C.	11/19/08	2.00	150.00	300.00
COORDINATION WITH COUNTY SPI				
DESSENS, MARK C.	11/7/08	3.00	150.00	450.00
DESSENS, MARK C.	11/17/08	2.00	150.00	300.00
Totals		13.00		1,815.00

Total Labor **1,815.00**

Total this invoice **$1,815.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	999.00
0000002	12/11/07	1,100.00
0000003	1/16/08	462.50
0000004	2/11/08	430.05
0000005	3/6/08	-121.83
0000006	4/9/08	385.00
0000007	5/13/08	821.02
0000008	6/13/08	583.91
0000009	7/10/08	1,719.25
0000010	8/11/08	241.87

0000011	9/10/08	156.37	
0000012	10/9/08	337.75	
0000013	11/11/08	7,526.25	
Total		**14,641.14**	

Total now due **$16,456.14**

Billings to date	**Current**	**Prior**	**Total**
Labor	1,815.00	143,622.00	145,437.00
Consultant	0.00	19,171.36	19,171.36
Totals	**1,815.00**	**162,793.36**	**164,608.36**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.01

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Statement

Project: 0000300701.01 703 FALCON LANDING BLVD

FORT BEND COUNTY PROJECT MANAGEMENT
703 FALCON LANDING BLVD.

Professional services from November 3, 2008 to November 30, 2008

Total this invoice **$0.00**

Outstanding Invoices

Number	Date	Balance
0000001	2/11/08	32.50
0000002	3/6/08	127.50
0000003	4/9/08	39.64
0000004	5/13/08	52.67
0000005	6/13/08	672.61
0000006	7/10/08	164.25
0000007	8/11/08	81.38
0000008	9/10/08	91.50
0000009	11/11/08	300.00
Total		**1,562.05**

Total now due **$1,562.05**

Billings to date	Current	Prior	Total
Labor	0.00	11,930.50	11,930.50
Consultant	0.00	830.82	830.82
Totals	**0.00**	**12,761.32**	**12,761.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.02
Invoice No: 0000010

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.02 719 BURNEY ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
719 BURNEY ROAD

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	11/7/08	1.00	135.00	135.00
Totals		1.00		135.00

Total Labor **135.00**

Total this invoice **$135.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	78.75
0000002	1/16/08	82.50
0000003	2/11/08	30.00
0000004	3/6/08	15.00
0000005	4/9/08	60.29
0000006	5/13/08	44.84
0000007	6/13/08	59.13
0000008	7/10/08	115.50
0000009	8/11/08	72.38
Total		**558.39**

Total now due **$693.39**

Billings to date	**Current**	**Prior**	**Total**
Labor	135.00	10,343.50	10,478.50
Consultant	0.00	830.82	830.82
Totals	**135.00**	**11,174.32**	**11,309.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 9, 2008
Project No: 0000300701.03
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.03 725 HARLEM ROAD SOUTH

FORT BEND COUNTY PROJECT MANAGEMENT
725 HARLEM ROAD SOUTH

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount	
PER SPI					
RING, PETER ALVIN	11/3/08	3.00	135.00	405.00	
RING, PETER ALVIN	11/4/08	2.50	135.00	337.50	
RING, PETER ALVIN	11/5/08	2.50	135.00	337.50	
RING, PETER ALVIN	11/7/08	1.00	135.00	135.00	
RING, PETER ALVIN	11/11/08	4.00	135.00	540.00	
RING, PETER ALVIN	11/12/08	3.00	135.00	405.00	
RING, PETER ALVIN	11/18/08	2.00	135.00	270.00	
RING, PETER ALVIN	11/24/08	3.00	135.00	405.00	
RING, PETER ALVIN	11/25/08	1.00	135.00	135.00	
RING, PETER ALVIN	11/26/08	1.00	135.00	135.00	
PER SPI					
DESSENS, MARK C.	11/25/08	2.00	150.00	300.00	
Totals		25.00		3,405.00	
Total Labor					**3,405.00**

Consultants

Other Consultants				280.50	
Total Consultants				**280.50**	**280.50**

Total this invoice **$3,685.50**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	11.25
0000002	1/16/08	55.00
0000003	2/11/08	48.75
0000004	3/6/08	168.15

0000005	4/9/08	26.54	
0000006	5/13/08	90.17	
0000007	6/13/08	127.76	
0000008	7/10/08	177.38	
0000009	8/11/08	111.87	
0000010	9/10/08	189.10	
0000011	10/9/08	65.50	
0000012	11/11/08	1,350.00	
Total		**2,421.47**	

Total now due **$6,106.97**

Billings to date	**Current**	**Prior**	**Total**
Labor	3,405.00	20,791.50	24,196.50
Consultant	280.50	1,952.82	2,233.32
Expense	0.00	35.10	35.10
Totals	**3,685.50**	**22,779.42**	**26,464.92**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.04
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.04 727 HARLEM ROAD NORTH

FORT BEND COUNTY PROJECT MANAGEMENT
727 HARLEM ROAD NORTH

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount	
PER SPI					
RING, PETER ALVIN	11/3/08	1.50	135.00	202.50	
RING, PETER ALVIN	11/4/08	2.00	135.00	270.00	
RING, PETER ALVIN	11/10/08	1.50	135.00	202.50	
RING, PETER ALVIN	11/13/08	2.00	135.00	270.00	
RING, PETER ALVIN	11/14/08	2.00	135.00	270.00	
PER SPI					
DESSENS, MARK C.	11/13/08	1.50	150.00	225.00	
Totals		10.50		1,440.00	
Total Labor					**1,440.00**

Reimbursable Expenses

MILEAGE				57.33	
Total Reimbursables				**57.33**	**57.33**

Total this invoice **$1,497.33**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	119.00
0000002	1/16/08	7.50
0000003	2/11/08	32.50
0000004	3/6/08	75.00
0000005	4/9/08	34.04
0000006	5/13/08	93.92
0000007	6/13/08	41.13
0000008	7/10/08	72.00
0000009	8/11/08	76.12

0000010	9/10/08	158.62	
0000011	10/9/08	38.63	
0000012	11/11/08	1,207.50	
Total		**1,955.96**	

Total now due **$3,453.29**

Billings to date	**Current**	**Prior**	**Total**
Labor	1,440.00	15,346.00	16,786.00
Consultant	0.00	830.82	830.82
Expense	57.33	0.00	57.33
Totals	**1,497.33**	**16,176.82**	**17,674.15**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 9, 2008
Project No: 0000300701.05
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.05 732 GREENBUSCH ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
732 GREENBUSCH ROAD

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount	
FINAL DESIGN SPI					
KNESEK, ERIN	11/7/08	2.00	120.00	240.00	
KNESEK, ERIN	11/10/08	1.50	120.00	180.00	
KNESEK, ERIN	11/11/08	1.50	120.00	180.00	
KNESEK, ERIN	11/18/08	4.00	120.00	480.00	
KNESEK, ERIN	11/19/08	1.50	120.00	180.00	
KNESEK, ERIN	11/20/08	1.50	120.00	180.00	
KNESEK, ERIN	11/24/08	3.50	120.00	420.00	
KNESEK, ERIN	11/26/08	1.50	120.00	180.00	
FINAL DESIGN SPI					
DESSENS, MARK C.	11/3/08	2.00	150.00	300.00	
DESSENS, MARK C.	11/18/08	3.00	150.00	450.00	
DESSENS, MARK C.	11/19/08	2.00	150.00	300.00	
DESSENS, MARK C.	11/24/08	3.00	150.00	450.00	
Totals		27.00		3,540.00	
Total Labor					**3,540.00**
Consultants					
Other Consultants				1,309.00	
Total Consultants				**1,309.00**	**1,309.00**
Reimbursable Expenses					
MILEAGE				14.04	
Total Reimbursables				**14.04**	**14.04**

Total this invoice **$4,863.04**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	137.50
0000002	1/16/08	199.00
0000003	2/11/08	208.75
0000004	3/6/08	304.90
0000005	4/9/08	141.68
0000006	5/13/08	107.67
0000007	6/13/08	487.01
0000008	7/10/08	424.63
0000009	8/11/08	95.62
0000010	9/10/08	72.00
0000011	10/9/08	85.00
0000012	11/11/08	6,195.00
Total		**8,458.76**

Total now due **$13,321.80**

Billings to date	**Current**	**Prior**	**Total**
Labor	3,540.00	50,028.50	53,568.50
Consultant	1,309.00	1,270.82	2,579.82
Expense	14.04	171.04	185.08
Totals	**4,863.04**	**51,470.36**	**56,333.40**

Invoice

SCHAUMBURG & POLK, INC.

*Beaumont * Houston * Tyler*

December 8, 2008
Project No: 0000300701.06
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.06 733 KATY-GASTON ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
733 KATY-GASTON ROAD

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount
FINAL DESIGN SPI				
RING, PETER ALVIN	11/3/08	2.00	135.00	270.00
RING, PETER ALVIN	11/4/08	2.00	135.00	270.00
RING, PETER ALVIN	11/5/08	4.00	135.00	540.00
RING, PETER ALVIN	11/6/08	4.00	135.00	540.00
RING, PETER ALVIN	11/7/08	2.00	135.00	270.00
RING, PETER ALVIN	11/10/08	2.00	135.00	270.00
RING, PETER ALVIN	11/11/08	2.50	135.00	337.50
RING, PETER ALVIN	11/12/08	2.00	135.00	270.00
RING, PETER ALVIN	11/13/08	2.50	135.00	337.50
RING, PETER ALVIN	11/17/08	3.00	135.00	405.00
RING, PETER ALVIN	11/18/08	2.00	135.00	270.00
RING, PETER ALVIN	11/20/08	4.00	135.00	540.00
RING, PETER ALVIN	11/21/08	2.00	135.00	270.00
RING, PETER ALVIN	11/25/08	2.00	135.00	270.00
RING, PETER ALVIN	11/26/08	2.00	135.00	270.00
FINAL DESIGN SPI				
KNESEK, ERIN	11/6/08	1.50	120.00	180.00
KNESEK, ERIN	11/19/08	2.00	120.00	240.00
FINAL DESIGN SPI				
SCHNEIDER, TED J	11/5/08	4.00	76.00	304.00
SCHNEIDER, TED J	11/6/08	3.00	76.00	228.00
FINAL DESIGN SPI				
DESSENS, MARK C.	11/4/08	3.00	150.00	450.00
DESSENS, MARK C.	11/5/08	2.00	150.00	300.00
DESSENS, MARK C.	11/11/08	2.00	150.00	300.00
DESSENS, MARK C.	11/12/08	2.00	150.00	300.00
DESSENS, MARK C.	11/17/08	2.00	150.00	300.00
DESSENS, MARK C.	11/20/08	2.00	150.00	300.00

Totals	61.50	8,032.00	
Total Labor			**8,032.00**

Total this invoice **$8,032.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	192.50
0000002	1/16/08	25.00
0000003	2/11/08	191.25
0000004	3/6/08	170.75
0000005	4/9/08	134.04
0000006	5/13/08	102.17
0000007	6/13/08	124.63
0000008	7/10/08	178.12
0000009	8/11/08	146.12
0000010	9/10/08	234.75
0000011	10/9/08	185.49
0000012	11/11/08	13,823.61
Total		**15,508.43**

Total now due **$23,540.43**

Billings to date	**Current**	**Prior**	**Total**
Labor	8,032.00	47,111.00	55,143.00
Consultant	0.00	830.82	830.82
Expense	0.00	108.23	108.23
Totals	**8,032.00**	**48,050.05**	**56,082.05**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.07
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.07 734 KATY-FLEWELLEN ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
734 KATY-FLEWELLEN ROAD

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount	
FINAL DESIGN SPI					
KNESEK, ERIN	11/6/08	2.00	120.00	240.00	
KNESEK, ERIN	11/11/08	1.00	120.00	120.00	
KNESEK, ERIN	11/12/08	1.00	120.00	120.00	
KNESEK, ERIN	11/19/08	2.00	120.00	240.00	
KNESEK, ERIN	11/20/08	1.00	120.00	120.00	
KNESEK, ERIN	11/26/08	0.50	120.00	60.00	
FINAL DESIGN SPI					
LANGE, BRITTANY	11/12/08	1.00	45.00	45.00	
LANGE, BRITTANY	11/20/08	1.00	45.00	45.00	
FINAL DESIGN SPI					
DESSENS, MARK C.	11/5/08	3.00	150.00	450.00	
Totals		12.50		1,440.00	
Total Labor					**1,440.00**
Consultants					
Other Consultants				374.00	
Total Consultants				**374.00**	**374.00**

Total this invoice **$1,814.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	130.00
0000002	1/16/08	75.00
0000003	2/11/08	96.25
0000004	3/6/08	161.25
0000005	4/9/08	110.44

0000006	5/13/08	98.00
0000007	6/13/08	142.38
0000008	7/10/08	203.63
0000009	8/11/08	101.25
0000010	9/10/08	100.13
0000011	10/9/08	158.25
0000012	11/11/08	6,397.50
Total		**7,774.08**

Total now due **$9,588.08**

Billings to date	**Current**	**Prior**	**Total**
Labor	1,440.00	32,761.50	34,201.50
Consultant	374.00	1,160.82	1,534.82
Totals	**1,814.00**	**33,922.32**	**35,736.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.08
Invoice No: 0000011

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.08 735 MASON ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
735 MASON ROAD

Professional services from November 3, 2008 to November 30, 2008

Consultants		
Other Consultants	467.50	
Total Consultants	**467.50**	**467.50**
	Total this invoice	**$467.50**

Outstanding Invoices

Number	Date	Balance
0000001	1/16/08	30.00
0000002	2/11/08	16.25
0000003	3/6/08	22.50
0000004	4/9/08	52.79
0000005	5/13/08	82.67
0000006	6/13/08	41.13
0000007	7/10/08	119.62
0000008	8/11/08	34.88
0000009	9/10/08	27.00
0000010	10/9/08	27.75
Total		**454.59**

Total now due	**$922.09**

Billings to date	**Current**	**Prior**	**Total**
Labor	0.00	7,931.00	7,931.00
Consultant	467.50	1,160.81	1,628.31
Totals	**467.50**	**9,091.81**	**9,559.31**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.09

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Statement

Project: 0000300701.09 735A MASON ROAD BRIDGE

FORT BEND COUNTY PROJECT MANAGEMENT
735A MASON ROAD BRIDGE

Professional services from November 3, 2008 to November 30, 2008

Total this invoice **$0.00**

Outstanding Invoices

Number	Date	Balance
0000001	1/16/08	30.00
0000002	4/9/08	7.74
Total		**37.74**

Total now due **$37.74**

Billings to date	**Current**	**Prior**	**Total**
Labor	0.00	600.00	600.00
Consultant	0.00	154.77	154.77
Totals	**0.00**	**754.77**	**754.77**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.10
Invoice No: 0000011

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.10 741 WEST BELLFORT ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
741 WEST BELLFORT ROAD

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount	
PER SPI					
RING, PETER ALVIN	11/4/08	2.00	135.00	270.00	
RING, PETER ALVIN	11/6/08	2.00	135.00	270.00	
RING, PETER ALVIN	11/10/08	1.00	135.00	135.00	
RING, PETER ALVIN	11/13/08	2.00	135.00	270.00	
RING, PETER ALVIN	11/14/08	2.00	135.00	270.00	
RING, PETER ALVIN	11/26/08	1.00	135.00	135.00	
PER SPI					
DESSENS, MARK C.	11/13/08	1.50	150.00	225.00	
Totals		11.50		1,575.00	
Total Labor					**1,575.00**

Reimbursable Expenses

MILEAGE				18.72	
Total Reimbursables				**18.72**	**18.72**

Total this invoice **$1,593.72**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	30.00
0000002	3/6/08	61.90
0000003	4/9/08	19.04
0000004	5/13/08	60.17
0000005	6/13/08	33.63
0000006	7/10/08	51.00
0000007	8/11/08	42.38
0000008	9/10/08	107.62

0000009	10/9/08	31.46	
0000010	11/11/08	2,224.00	
Total		**2,661.20**	

Total now due **$4,254.92**

Billings to date	**Current**	**Prior**	**Total**
Labor	1,575.00	9,301.50	10,876.50
Consultant	0.00	1,644.81	1,644.81
Expense	18.72	21.76	40.48
Totals	**1,593.72**	**10,968.07**	**12,561.79**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.11
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.11 745 FLORENCE ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
745 FLORENCE ROAD

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

	Hours	Rate	Amount
PER SPI			
DESSENS, MARK C.	1.00	150.00	150.00
Totals	1.00		150.00

Total Labor **150.00**

Total this invoice **$150.00**

Outstanding Invoices

Number	Date	Balance
0000001	11/27/07	119.00
0000002	12/11/07	22.50
0000003	1/16/08	7.50
0000004	2/11/08	15.00
0000005	3/6/08	22.50
0000006	4/9/08	54.64
0000007	5/13/08	78.92
0000008	6/13/08	59.88
0000009	7/10/08	30.00
0000010	8/11/08	33.00
0000011	9/10/08	48.00
0000012	10/9/08	6.00
Total		**496.94**

Total now due **$646.94**

Billings to date	**Current**	**Prior**	**Total**
Labor	150.00	9,108.00	9,258.00
Consultant	0.00	830.81	830.81

Totals	**150.00**	**9,938.81**	**10,088.81**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

December 8, 2008
Project No: 0000300701.12
Invoice No: 0000013

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Project: 0000300701.12 747 RANSOM ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
747 RANSOM ROAD

Professional services from November 3, 2008 to November 30, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	11/19/08	1.00	135.00	135.00
Totals		1.00		135.00

Total Labor **135.00**

Total this invoice **$135.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	70.00
0000002	1/16/08	78.75
0000003	2/11/08	47.50
0000004	3/6/08	96.25
0000005	4/9/08	30.23
0000006	5/13/08	67.67
0000007	6/13/08	53.12
0000008	7/10/08	230.62
0000009	8/11/08	159.75
0000010	9/10/08	101.63
0000011	10/9/08	13.50
0000012	11/11/08	1,080.00
Total		**2,029.02**

Total now due **$2,164.02**

Billings to date	Current	Prior	Total
Labor	135.00	18,510.00	18,645.00
Consultant	0.00	830.81	830.81

Totals	**135.00**	**19,340.81**	**19,475.81**

Invoice

SCHAUMBURG & POLK, INC.

*Beaumont * Houston * Tyler*

December 8, 2008
Project No: 0000300701.13

FORT BEND COUNTY
ATTN: D. JESSE HEGEMIER
1124 BLUME ROAD
ROSENBERG TX 77471

Statement

Project: 0000300701.13 769 BRAND LANE

FORT BEND COUNTY PROJECT MANAGEMENT
769 BRAND LANE

Professional services from November 3, 2008 to November 30, 2008

Total this invoice **$0.00**

Outstanding Invoices

Number	Date	Balance
0000001	12/11/07	30.00
0000002	1/16/08	56.25
0000003	2/11/08	81.25
0000004	3/6/08	70.00
0000005	4/9/08	86.48
0000006	5/13/08	30.17
0000007	6/13/08	6.00
0000008	7/10/08	137.25
0000009	8/11/08	6.00
0000010	9/10/08	6.00
Total		**509.40**

Total now due **$509.40**

Billings to date	**Current**	**Prior**	**Total**
Labor	0.00	9,430.00	9,430.00
Consultant	0.00	758.21	758.21
Totals	**0.00**	**10,188.21**	**10,188.21**

10 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/12/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.3057 in the amount of $21,812.50 to Property Acquisition Services (PAS) for various Right of Way acquisitions, Precincts 1,2,3 &4. (Fund: Right of Way) old p.o.#pc04300002599: LAWSON P.O.#23886

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):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should 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 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):

PAS PROPERTY ACQUISITION SERVICES, INC.

December 31, 2008
Invoice # 3057

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
P.O. #23886

Locations:

FM 359	Trammel Fresno	Florence Rd
Ransom Road	Voss Road	Falcon Landing
Harlem Road	FM 1464	Katy Flewellen
FM 762	Moffett Road Extension	Katy Gaston
Cottonwood	Greenbusch	HWY 36

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

Acquisition	**Rate ($)**	**Hours**		**Amount ($)**
Right-of-Way Agent	75.00	283.50		21,262.50
Right-of-Way Assistant	40.00	13.75		550.00
Totals		**297.25**	**$**	**21,812.50**

Expense		**Amount ($)**
See Expense Summary Sheet		
Total Expenses	**$**	-

Total	**$**	**21,812.50**

CONTRACTOR BILLING SUMMARY		
Estimated Cost	$	850,000.00
Previous Amount Invoiced	$	788,304.59
Previous Funds Available	$	61,695.41
Current Amount Invoiced	$	**21,812.50**
Remaining Funds Available	$	39,882.91

Terms: Total due upon receipt

PAS Property Acquisition Services, Inc.

Job Detail

Location: El Patio

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

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	10.00	750.00
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**12.00**	**$ 830.00**

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 830.00**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Ferrel Files

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

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	5.50	412.50
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**5.75**	**$ 422.50**

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 422.50**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Greenbusch

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

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	149.75	11,231.25
Right-of-Way Assistant	40.00	4.00	160.00
Totals		**153.75**	**$ 11,391.25**

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 11,391.25**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Katy Flewellen

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	39.50	2,962.50
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**41.50**	**$ 3,042.50**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total **$ 3,042.50**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Katy Gaston

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	35.75	2,681.25
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**37.75**	**$ 2,761.25**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total **$ 2,761.25**

PAS Property Acquisition Services, Inc.

Job Detail

Location: FM 1464

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	3.75	281.25
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**4.00**	**$ 291.25**

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 291.25**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Charles Lane

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	2.50	187.50
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**2.75**	**$ 197.50**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total **$ 197.50**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Harlem Road

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

Acquisition	**Rate ($)**	**Hours**	**Amount ($)**
Right-of-Way Agent	75.00	23.50	1,762.50
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**25.50**	**$ 1,842.50**

Expense	**Amount ($)**
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 1,842.50**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Trammel Fresno

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	0.75	56.25
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**1.00**	**$ 66.25**

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 66.25**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Voss Road

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

Acquisition	**Rate ($)**	**Hours**	**Amount ($)**
Right-of-Way Agent	75.00	6.25	468.75
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**6.50**	**$ 478.75**

Expense	**Amount ($)**
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 478.75**

PAS Property Acquisition Services, Inc.

Job Detail

Location: FM 359

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	1.75	131.25
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**2.00**	**$ 141.25**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total **$ 141.25**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Florence Road

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	4.50	337.50
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**4.75**	**$ 347.50**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total **$ 347.50**

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

PROJECT TIME SHEET
Fort Bend County

Mark Heidaker
NAME: (please print)

12/31/08
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
Trammel Fresno																																0.00
Harlem Road		0.50		0.75	0.25			0.50		0.75	0.25				1.00		0.75		0.50			0.50	0.75	0.50					0.25			7.25
FM 1464																																0.00
Voss Rd./Old Richmond																																0.00
Moffet Road Extension																																0.00
FM 762																																0.00
Ransom Road																																0.00
FM 359																																0.00
Florence Road																																0.00
Green Busch	0.50	1.00		0.25	0.75				0.75	0.50	0.25	0.75			1.25	0.50		1.00	0.50			0.75	0.25	1.00					0.25	0.50		10.75
Katy Flewellen		0.25		0.50					0.75	0.25	0.25					0.50		1.25				0.25	0.75						0.25			5.00
Katy Gaston	0.75		0.25					0.50			0.75				0.25		0.25					0.50		0.75					0.25			4.25
																																27.25

Employee Signature

Mark Heidaker
Manager Signature

12-31-08
Date

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

Mark Davis
NAME: (please print)

12/31/2008
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
Trammel Fresno	0.25				0.25						0.25																					0.75
Harlem Road				1.50						1.25									1.50			1.25							0.75			6.25
FM 1464	0.75		0.25							1.00																						2.00
Voss Rd./ Old Richmond								1.25				2.00				0.25	0.75						0.25	1.75								6.25
Moffet Road Extension																																0.00
F.M. 762																																0.00
Ransom Rd.																																0.00
F.M. 359								1.75																								1.75
Cottonwood Church Road																																0.00
Green Busch	4.25	1.25	3.50	4.25	2.75			0.50	4.75	1.25	0.25	3.75			1.50	2.25	0.75	0.75	1.25			4.25	5.25	1.50					4.75	1.75	2.50	53.00
Katy Flewellen	0.50	2.00	0.75	0.50	1.00			2.50	1.50	3.25	0.50	0.25			2.50	0.75	0.50	2.50	0.75			0.50	0.50	0.25					0.75	0.50	0.50	22.75
Katy Gaston	0.50	1.25	0.25	1.00	2.25			0.75	0.25	0.75	4.75	0.50			0.25	0.50	3.25	3.75	2.00			1.75	0.25	0.50					0.25	3.75	2.00	30.50
Hwy 36																																0.00
Florence Road		2.75	0.50								1.25																					4.50
																																0.00
																																0.00
																																0.00
																																127.75

Employee Signature

12/31/08
Date

Manager Signature

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

Paul Heidaker
NAME: (please print)

12/31/08
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
Ferrel Files		1.00	2.00					0.50		1.00	1.00																					5.50
Parcel 4 El Patio Home and Garden															1.00	1.00							1.00									3.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																8.50

Employee Signature

12-22-08
Date

Manager Signature

12/31/08
Date

PAS Property Acquisition Services, Inc.

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

PROJECT TIMESHEET
FORT BEND COUNTY

Chris Mayfield
NAME: (please print)

12/31/2008
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
Brand Lane																																0.00
Burney Road																																0.00
Falcon Landing																																0.00
Florence																																0.00
FM 1464: FM 1093 to Shiloh				0.50																												0.50
FM 1464: Shiloh to SH 99																																0.00
FM 359																																0.00
Greenbusch Road									2.25		1.25				0.50		1.75		0.75										1.75			8.25
Harlem Road: Plantation to US 90A (S)								0.50								0.75			0.50													1.75
Harlem Road: SH 99 to Beechnut (N)		0.50						0.75							2.50	2.25	1.25		0.50													7.75
Harlem Road: Hwy 90		0.50																														0.50
Katy Flewellen Road		0.50															0.25		0.50										1.75			3.00
Katy Gaston																			0.50										0.50			1.00
Mason Road																																0.00
Old Richmond. Boss Gaston tp W. Airport																																0.00
Old Richmond: SH 6 to Gaines																																0.00
Old Richmond: W. Airport to FM 1464																																0.00
Ransom Road River Park to Main St																																0.00
West Bellfort																																0.00
																																0.00
	0.00	1.50	0.00	0.50	0.00	0.00	0.00	1.25	2.25	0.00	1.25	0.00	0.00	0.00	3.00	3.00	3.25	0.00	2.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	
																																22.75

Chris Mayfield
Employee Signature

12/31/2008
Date

Manager Signature

1-7-31-08
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

Raymond Johnson
NAME: (please print)

12/31/2008
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
Green Busch	3.75	3.25	2.75	2.75	3.00			2.00	2.25	2.50	2.50	2.25			3.50	3.00	2.00	3.50	2.50			3.50	3.75	1.75					2.50	2.25	3.00	58.25
																																0.00

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

PROJECT TIME SHEET
Fort Bend County

Shelly Johnson
NAME: (please print)

12/31/08
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
FM 1464 Phase I			0.75													0.25	0.25															1.25
FM 1464 Phase II																																0.00
Trammel Fresno																																0.00
Ft. Bend Bridge/Cottonwood Church Rd.																																0.00
FM 359																																0.00
Greenbusch			1.00	0.75	3.00			1.75	1.50		0.75					1.75	2.00	2.75	1.50			0.50		0.75							1.50	19.50
Katy-Flewellen					0.75			0.50	1.75	0.25												1.00	2.50	1.00							1.00	8.75
Charles Lane - 30' Easement					1.00											1.25			0.25													2.50
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
																																32

Employee Signature

12/31/08
Date

Manager Signature

12/31/08
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

Lisa Cisneros
NAME: (please print)

12/31/08
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
Parcel 004 - El Patio Home and Garden - RELOCATION			0.50								1.00				2.50							1.50							1.50			7.00
																																0.00
																																0.00
																																0.00
																																0.00
																																0.00
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																																0.00
																																0.00
																																0.00
																																0.00
																																7.00

Employee Signature

12/31/08
Date

Manager Signature

12/31/08
Date

Property Acquisition Services, Inc.

IDC

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/12/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 06-106922 (Pay Estimate No.22) in the amount of $647,907.98 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility, Capital Acquisitions): (old p.o.#pc04300003537) NEW LAWSON P.O.#23853

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):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 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):

TRIPLE B SERVICES, LLP.

Since 1996

SITE PREP ▪▪ EXCAVATION ▪▪ PAVING ▪▪ UTILITIES

Estimate and Certification for Payment

PROJECT 5th Street Paving & Drainage

OWNER: Fort Bend County
Address: 1124 Blume Rd.
Rosenberg, Texas 77471

ATTN: Louis E. Hood, P.E.

Estimate No: 22
Invoice No: 06-106922
Start Date: 01/08/2007
Current Contract Completion Date:
Estimate Cut Off Date: 12-31-08
Date of Estimate: 01-08-09

Initial Contract Time	550 days
Current Approved Extensions ±	0 days
Previous Approved Extensions ±	196 days
Total Contract Time	746 days
Spent Days	732 days
Days Remaining	14 days
Rain Days to Date	days

A. Contract Amount to Date:

1. Contract Price: $ 10,224,806.53
2. Approved Change Orders:

1	368,138.50
2	68,947.00
3	50,652.70
4	70,500.00
5	92,790.11
6	0.00
7	162,414.65

Total Changes to Date: + or - $ 813,442.96
Total Contract Amount: $ 11,038,249.49

B. Earnings to Date:

1. Previous Work Completed:
2. Work Completed this Period:
3. Materials on Site:

Previous Earnings: $ 9,816,881.25
Earnings This Period: $ 647,907.98
$
Total Earnings: $ 10,464,789.23

C. Reductions:

1. Retainage: 5% of 11,038,249.49 $ 551,912.47

Total Payments Due: $ 9,912,876.76
Less Previous Payments: $ 9,264,968.78

Total Amount Due Contractor This Estimate: $ 647,907.98

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared By: Donna M. Burke Date: 01/08/2009
Contractor: Donna M. Burke
The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: Steven L Evans Date: 1/9/09
Project Representative:
Approved by: Louis E. Hood Date: 1/9/09
Engineer:

820 OLD ATASCOCITA ROAD HUFFMAN, TEXAS
(281)324-3264 OFFICE (281)324-1304 FAX

ESTIMATE AND CERTIFICATION FOR PAYMENT

Project: 5th Street Paving/Drainage

Engineer: Ft. Bend Co.
Address: Louis Hood
1124 Blume Road
Rosenberg TX 77471

Estimate Number:	22
Invoice Number:	06-106921
Estimate Cutoff Date:	12/31/2008
Date of Estimate:	01/08/2009

A. Contract Amount to Date:

1. Contract Price:		**$10,224,806.53**
2. Approved Change Orders:	**$ 813,442.96**	
Total Changes to Date:		**$ 813,442.96**
	Total Contract Amount:	**$11,038,249.49**

B. Earnings to Date:

1. Previous Work Completed:	Previous Earnings:	**$ 9,816,881.25**
2. Work Completed This Period:	Earnings This Period:	**$ 647,907.98**
3a. Materials Stored on Site	$ .00	
3b. Materials Installed ToDate	$ .00	
3c. Total Materials Remaining on Site		**$ 0.00**
	Total Earnings:	**$ 10,464,789.23**

C. Reductions:

1. Retainage:	5.00 % of $ 11,038,249.49	$ 551,912.47
	Total Payment Due:	$ 9,912,876.76
	Less Previous Billings:	$ 9,264,968.78
	Total Amount Due This Estimate:	$ 647,907.98

The undersigned Contractor certifies that to the best of his knowledge, information and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared by: Donna M. Burke Date: 1/08/2009
Donna M. Burke - Senior Project Administrator

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: Steven K Evans Date: 1/9/09
Project Representative:

Approved by: Date: 1/9/09
Engineer:

Engineer's Project No: **PO 04300003537**

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
001	MOVE-IN & START UP, PERFORMANCE & PAYMENT BONDS (Max 1%)	LS	1.00	1.00	0.00	1.00	100,000.00	0.00	100,000.00	100.00%
002	8" W.L. FITTINGS, B&B, TESTING	LF	63.00	80.00	0.00	80.00	200.00	0.00	16,000.00	126.98%
003	12" W.L. FITTINGS, B&B, TESTING	LF	4,485.00	4,335.00	0.00	4,335.00	41.00	0.00	177,735.00	96.66%
004	TRENCHLESS CONST. 8" STEEL W.L. UNDER STAFFORD RUN DITCH W.L., INCL. PIPE, BORE PITS, ETC.	LF	0.00	0.00	0.00	0.00	105.00	0.00	0.00	0.00%
005	FLUSH VALVES, BURY, INCL. G.V. & 6" LEADS	EA	13.00	12.00	1.00	13.00	2,865.00	2,865.00	37,245.00	100.00%
006	RELOCATE EXIST. FLUSH VALVE BEHIND PROP. BACK OF CURB	EA	3.00	3.00	0.00	3.00	565.00	0.00	1,695.00	100.00%
007	RELOCATE EXIST. B.O. UNIT BEHIND PROP. BACK OF CURB	EA	1.00	1.00	0.00	1.00	400.00	0.00	400.00	100.00%
008	FINAL ADJUSTMENT OF FLUSH VALVES	EA	15.00	11.00	0.00	11.00	225.00	0.00	2,475.00	73.33%
009	REMOVE/SALVAGE EXIST. FLUSH VALVE, UNLESS OTHERWISE NOTED. IF FLUSH VALVE CANNOT BE REUSED, CONTRACTOR SHALL CLEAN FLUSH VALVE& DELIVER TO FBC WCID NO. 2 MAINTENANCE FACILITY	EA	8.00	6.00	2.00	8.00	280.00	560.00	2,240.00	100.00%
010	RELOCATE EXIST. FLUSH VALVE, SAME AS ITEM #9 ABOVE	EA	3.00	0.00	3.00	3.00	280.00	840.00	840.00	100.00%
011	6" G.V. & BOX	EA	2.00	2.00	0.00	2.00	550.00	0.00	1,100.00	100.00%
012	8" G.V. & BOX	EA	4.00	3.00	1.00	4.00	825.00	825.00	3,300.00	100.00%
013	12" G.V. & BOX	EA	23.00	8.00	15.00	23.00	1,550.00	23,250.00	35,650.00	100.00%
014	2" B.O.V. & BOX	EA	6.00	4.00	2.00	6.00	700.00	1,400.00	4,200.00	100.00%
015	CUT/PLUG EXIST. 6" W.L.	EA	6.00	3.00	3.00	6.00	200.00	600.00	1,200.00	100.00%
016	CUT/PLUG EXIST. 8" W.L.	EA	6.00	2.00	4.00	6.00	200.00	800.00	1,200.00	100.00%
017	CUT/PLUG EXIST. 12" W.L.	EA	11.00	9.00	2.00	11.00	200.00	400.00	2,200.00	100.00%
018	PLUG/CLAMP EXIST. 12" W.L.	EA	6.00	2.00	0.00	2.00	330.00	0.00	660.00	33.33%
019	CONTRACTOR SHALL LOCATE EXIST. WATER SERVICE LINE. RELOCATE EXIST. WATER MTER AND/OR WATER VALVE	EA	71.00	32.00	30.00	62.00	400.00	12,000.00	24,800.00	87.32%
020	ADJUST WATER METER OR WATER VALVE BOX TO BE FLUSH W/PVMT. OR PROPOSED R-O-W GRADE	EA	28.00	42.00	0.00	42.00	380.00	0.00	15,960.00	150.00%
021	ABANDON EXIST. 6" W.L. & FILL W/FLOWABLE GROUT	LF	4,462.00	3,400.00	1,062.00	4,462.00	2.20	2,336.40	9,816.40	100.00%
022	ABANDON EXIST. 8" W.L. & FILL W/FLOWABLE GROUT	LF	521.00	0.00	521.00	521.00	3.30	1,719.30	1,719.30	100.00%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
023	ABANDON EXIST. 12" W.L. & FILL W/FLOWABLE GROUT	LF	3,229.00	2,400.00	829.00	3,229.00	4.50	3,730.50	14,530.50	100.00%
024	REMOVE EXIST. 12" W.L.	LF	13.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00%
025	WET CONNECTION OF PROP. 6" W.L. TO EXIST. 6" W.L., FITTINGS, B&B, PARTIAL PIPE REMOVAL, THRUST BLOCKING & TESTING	EA	2.00	4.00	0.00	4.00	1,125.00	0.00	4,500.00	200.00%
026	WET CONNECTION OF PROP. 8" W.L. TO EXIST. 8" W.L., FITTINGS, B&B, PARTIAL PIPE REMOVAL, THRUST BLOCK, TESTING	EA	4.00	3.00	0.00	3.00	1,125.00	0.00	3,375.00	75.00%
027	WET CONNECTION OF PROP. 12" W.L. TO EXIST. 12" W.L., FITTING B&B, PARTIAL PIPE REMOVAL, THRUST BLOCK, TESTING	EA	11.00	8.00	0.00	8.00	1,600.00	0.00	12,800.00	72.73%
028	6" X 6" T.S. & V.	EA	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00	100.00%
029	NEARSIDE 2" LEAD & RECONNECTION OF EXIST. WATER METER TO NEW WATER MAIN	EA	15.00	2.00	0.00	2.00	930.00	0.00	1,860.00	13.33%
030	FAR SIDE 2" LEAD & RECONNECTION OF EXIST. WATER METER TO NEW WATER MAIN	EA	15.00	9.00	0.00	9.00	1,125.00	0.00	10,125.00	60.00%
031	TRENCH SAFETY FOR W.L. CONST., 6"-12" DIA., 5'-10' DEPTH	LF	3,676.00	4,114.00	0.00	4,114.00	0.50	0.00	2,057.00	111.92%
032	VERTICAL MAINLINE W.L. (ALL DIA.) ADJUSTMENT, INCL. 4 - 45 DEGREE BENDS W/ONE-BOLT FITTINGS, CUTTING OF EXIST. W.L., BELL/FLANGE CONNECTION TO EXIST. WATERLINE,	EA	15.00	9.00	0.00	9.00	1,700.00	0.00	15,300.00	60.00%
033	HORIZONTAL MAINLINE (ALL DIA.) W.L. ADJUSTMENT INCL. 4 - 45 DEGREE BENDS, W/ONE-BOLT FITTINGS, CUTTING OF EXIST. W.L. BELL FLANGE CONNECTIONS TO EXIST. WATER LINE	EA	2.00	3.00	0.00	3.00	2,100.00	0.00	6,300.00	150.00%
034	VERTICAL WATER SERVICE LINE ADJUSTMENT, ALL DIA. RECONNECT TO EXIST. SERVICE LINE	EA	50.00	40.00	0.00	40.00	400.00	0.00	16,000.00	80.00%
035	OPEN CUT & REPLACE EXIST. GRAVEL DRVWY.	SY	123.00	123.00	0.00	123.00	50.00	0.00	6,150.00	100.00%
036	SAW CUT & REMOVE EXIST. CONC. PVMT. TO INSTALL WATER FACILITIES, TEMP. ASPHALT ROADWAY REPLACEMENT	SY	38.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00%
037	8" SAN SWR. PIPE, 0'-8' DEPTH, AIR TEST, B&B	LF	442.00	442.00	0.00	442.00	31.00	0.00	13,702.00	100.00%
038	8" SAN SWR. PIPE, 8'-10' DEPTH, AIR TEST, B&B	LF	572.00	572.00	0.00	572.00	31.00	0.00	17,732.00	100.00%
039	8" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	460.00	460.00	0.00	460.00	31.00	0.00	14,260.00	100.00%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
040	8" SAN SWR. PIPE, 12'-14' DEPTH, AIR TEST, B&B	LF	171.00	185.00	0.00	185.00	33.00	0.00	6,105.00	108.19%
041	10" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	37.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00%
042	10" SAN SWR. PIPE, 16'-18' DEPTH, AIR TEST, B&B	LF	216.00	216.00	0.00	216.00	60.00	0.00	12,960.00	100.00%
043	12" SAN SWR. PIPE, 14'-16' DEPTH, AIR TEST, B&B	LF	148.00	73.00	0.00	73.00	60.00	0.00	4,380.00	49.32%
044	15" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	119.00	0.00	119.00	119.00	54.00	6,426.00	6,426.00	100.00%
045	15" SAN SWR. PIPE, 12'-14' DEPTH, AIR TEST, B&B	LF	314.00	0.00	314.00	314.00	57.00	17,898.00	17,898.00	100.00%
046	18" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	139.00	0.00	139.00	139.00	59.00	8,201.00	8,201.00	100.00%
047	18" SAN SWR. PIPE, 12'-14' DEPTH, AIR TEST, B&B	LF	897.00	805.00	92.00	897.00	60.00	5,520.00	53,820.00	100.00%
048	18" SAN SWR. PIPE, 14'-16' DEPTH, AIR TEST, B&B	LF	2,410.00	2,410.00	0.00	2,410.00	71.00	0.00	171,110.00	100.00%
049	18" SAN SWR. PIPE, 16'-18' DEPTH, AIR TEST, B&B	LF	900.00	900.00	0.00	900.00	72.00	0.00	64,800.00	100.00%
050	21" SAN SWR. PIPE, 14'-16' DEPTH, AIR TEST, B&B	LF	1,048.00	976.00	72.00	1,048.00	88.00	6,336.00	92,224.00	100.00%
051	21" SAN SWR. PIPE, 16'-18' DEPTH, AIR TEST, B&B	LF	340.00	340.00	0.00	340.00	93.00	0.00	31,620.00	100.00%
052	12" PVC DR-18 C-900 SAN SWR. FORCE MAIN, AIR TEST, B&B	LF	364.00	405.00	0.00	405.00	45.00	0.00	18,225.00	111.26%
053	TRENCHLESS CONST. METHODS 6" SAN SWR. SERVICE LEADS, INCL. PIPE, BORE PITS, ETC.	LF	660.00	343.00	0.00	343.00	40.00	0.00	13,720.00	51.97%
054	TRENCHLESS CONST. METHODS 8" SAN SWR., PIPE, BORE PITS	LF	40.00	40.00	0.00	40.00	58.00	0.00	2,320.00	100.00%
055	TRENCHLESS CONST. METHODS 12" SAN SWR., PIPE, BORE PITS	LF	60.00	226.00	0.00	226.00	65.00	0.00	14,690.00	376.67%
056	TRENCHLESS CONST. METHODS 15" SAN SWR., PIPE, BORE PITS	LF	55.00	0.00	0.00	0.00	72.00	0.00	0.00	0.00%
057	TRENCHLESS CONST. METHODS 18" SAN SWR., PIPE, BORE PITS	LF	318.00	345.00	149.00	494.00	80.00	11,920.00	39,520.00	155.35%
058	TRENCHLESS CONST. METHODS 21" SAN SWR., PIPE, BORE PITS	LF	107.00	50.00	0.00	50.00	85.00	0.00	4,250.00	46.73%
059	CONNECT PROP. 12" SAN SWR. FORCE MAIN TO EXIST. 12" SAN SEWER FORCE MAIN, B&B, TESTING, FITTINGS	EA	1.00	1.00	0.00	1.00	1,550.00	0.00	1,550.00	100.00%
060	AIR RELEASE VALVE & MANHOLE OVER PROPOSED FORCE MAIN	EA	1.00	0.00	0.00	0.00	2,350.00	0.00	0.00	0.00%
061	STD. SAN SWR. MANHOLE, UP TO 8' DEPTH	EA	37.00	34.00	3.00	37.00	2,780.00	8,340.00	102,860.00	100.00%
062	STD. SAN SWR. MH ON EXIST. 6"-12" SAN SWR. UP TO 8' DEPTH	EA	7.00	1.00	6.00	7.00	2,650.00	15,900.00	18,550.00	100.00%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
063	EXTRA DEPTH SAN SWR. MH, 8' DEEP & GREATER, BACKFILL	VF	257.00	231.00	26.00	257.00	100.00	2,600.00	25,700.00	100.00%
064	COAT INTERIOR SURFACE OF PROP. CONC. MANHOLES W/RAVEN 405 OR EQUAL (80 MIL THICK)	VF	591.00	304.00	0.00	304.00	100.00	0.00	30,400.00	51.44%
065	STD. DROP ON PROPOSED OR EXIST. MANHOLES	EA	7.00	5.00	2.00	7.00	180.00	360.00	1,260.00	100.00%
066	EXTRA DEPTH FOR DROP ON MANHOLE >3'	VF	27.00	24.00	3.00	27.00	180.00	540.00	4,860.00	100.00%
067	FINAL VERTICAL ADJUSTMENT OF PROP. SAN SWR. MH	EA	43.00	41.00	2.00	43.00	350.00	700.00	15,050.00	100.00%
068	REMOVE EXIST. MANHOLE CONE & REPLACE W/ECCENTRIC CONE	EA	1.00	0.00	0.00	0.00	1,800.00	0.00	0.00	0.00%
069	ADJUST EXIST. SAN SWR. MH RIM TO PROP. PAVING GRADE	EA	30.00	27.00	3.00	30.00	440.00	1,320.00	13,200.00	100.00%
070	CONNECT PROP. 8" SAN SWR. PIPE TO EXIST. SAN SWR. MANHOLE	EA	4.00	4.00	0.00	4.00	1,150.00	0.00	4,600.00	100.00%
071	CONNECT PROP. 10" SAN SWR. PIPE INTO EXIST. SAN SWR. MH	EA	2.00	1.00	1.00	2.00	1,350.00	1,350.00	2,700.00	100.00%
072	CONNECT PROP. 18" SAN SWR. PIPE INTO EXIST. SAN SWR. MH	EA	1.00	2.00	0.00	2.00	1,750.00	0.00	3,500.00	200.00%
073	CONNECT PROP. 21" SAN SWR. PIPE INTO EXIST. SAN SWR. MH	EA	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00	100.00%
074	ABANDON EXIST. SAN SWR. MH INCL. REMOVING RIM & FILL WITH GROUT	EA	22.00	4.00	10.00	14.00	960.00	9,600.00	13,440.00	63.64%
075	REMOVE EXIST. SAN SWR. MH	EA	4.00	5.00	0.00	5.00	1,270.00	0.00	6,350.00	125.00%
076	ABANDON & FILL EXIST. 6" SAN SWR. LINE W/FLOWABLE GROUT	LF	1,122.00	800.00	322.00	1,122.00	2.25	724.50	2,524.50	100.00%
077	ABANDON & FILL EXIST. 8" SAN SWR. LINE W/FLOWABLE GROUT	LF	911.00	0.00	911.00	911.00	3.35	3,051.85	3,051.85	100.00%
078	ABANDON & FILL EXIST. 10" SAN SWR. LINE W/FLOWABLE GROUT	LF	5,601.00	3,800.00	1,301.00	5,101.00	4.50	5,854.50	22,954.50	91.07%
079	ABANDON & FILL EXIST. 12" SAN SWR. LINE W/FLOWABLE GROUT	LF	45.00	0.00	0.00	0.00	4.50	0.00	0.00	0.00%
080	ABANDON & FILL EXIST. 15" SAN SWR. LINE W/FLOWABLE GROUT	LF	473.00	473.00	0.00	473.00	6.70	0.00	3,169.10	100.00%
081	ABANDON/FILL EXIST. 10" SAN SWR. FORCE MAIN W/FLOWABLE GROUT	LF	38.00	0.00	0.00	0.00	4.50	0.00	0.00	0.00%
082	REMOVE EXIST. 10" SAN SWR.	LF	696.00	548.00	148.00	696.00	8.00	1,184.00	5,568.00	100.00%
083	ABANDON/FILL EXIST. 12" SAN SWR. FORCE MAIN W/FLOWABLE GROUT	LF	398.00	300.00	98.00	398.00	4.50	441.00	1,791.00	100.00%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
084	REMOVE EXIST. 21" SAN SWR.	LF	58.00	60.00	0.00	60.00	9.00	0.00	540.00	103.45%
085	REMOVE EXIST. 12" SAN SWR. FORCE MAIN	LF	54.00	54.00	0.00	54.00	10.00	0.00	540.00	100.00%
086	CUT/PLUG EXIST. 6" SAN SWR. FORCE MAIN	EA	3.00	0.00	3.00	3.00	200.00	600.00	600.00	100.00%
087	CUT/PLUG EXIST. 8" SAN SWR. FORCE MAIN	EA	8.00	0.00	8.00	8.00	220.00	1,760.00	1,760.00	100.00%
088	CUT/PLUG EXIST. 10" SAN SWR. FORCE MAIN	EA	10.00	7.00	3.00	10.00	240.00	720.00	2,400.00	100.00%
089	CUT/PLUG EXIST. 12" SAN SWR.	EA	2.00	0.00	2.00	2.00	265.00	530.00	530.00	100.00%
090	CUT/PLUG EXIST. 15" SAN SWR.	EA	1.00	0.00	1.00	1.00	330.00	330.00	330.00	100.00%
091	PROP. 4" NEAR SIDE SAN SWR. CONNECTION, INCL. SWR. PIPE	EA	9.00	7.00	2.00	9.00	800.00	1,600.00	7,200.00	100.00%
092	PROP. 4" FAR SIDE SAN SWR. CONNECTION, INCL. SWR. PIPE	EA	9.00	6.00	3.00	9.00	975.00	2,925.00	8,775.00	100.00%
093	SAN SWR. STACK, 0'-3' DEPTH	EA	18.00	18.00	0.00	18.00	120.00	0.00	2,160.00	100.00%
094	EXTRA DEPTH SAN SWR. STACK, >3' DEPTH	VF	147.00	112.00	35.00	147.00	20.00	700.00	2,940.00	100.00%
095	TRENCH SAFETY SYSTEM FOR SAN SWR. LINES (6"-21" PIPE) 5'-10'	LF	1,014.00	1,016.00	0.00	1,016.00	0.50	0.00	508.00	100.20%
096	TRENCH SAFETY FOR SAN SWR. (6"-21" PIPE) 10'-15' DEPTH	LF	3,013.00	3,013.00	0.00	3,013.00	0.50	0.00	1,506.50	100.00%
097	TRENCH SAFETY FOR SAN SWR. (6"-21" PIPE) 15'-20' DEPTH	LF	3,401.00	3,268.00	133.00	3,401.00	0.50	66.50	1,700.50	100.00%
098	REMOVE EXIST. REINF. CONC. LIFT STATION STRUCTURE A MINIMUM OF 7' BELOW FINISHED GRADE, INTERIOR PIPE & OTHER ITEMS. LIFT STATION TO BE FREE OF OBSTRUCTIONS FILL REMAINDER OF STRUCTURE WFLOWABLE FILL, CONTRACTOR TO SALVAGE EXIST PUMPS, CLEAN & RETURN TO FBC WCID # 2	EA	1.00	1.00	0.00	1.00	30,000.00	0.00	30,000.00	100.00%
099	SAWCUT & REMOVE EXIST. ASPHALT PVMT. TO INSTALL SAN SWR. FACILITIES	SY	45.00	20.00	25.00	45.00	10.00	250.00	450.00	100.00%
100	SAW CUT/REMOVE EXIST. CONC. PVMT. TO INSTALL SAN SWR.	SY	34.00	0.00	34.00	34.00	13.00	442.00	442.00	100.00%
101	OPEN CUT EXIST. GRAVEL PVMT.	SY	388.00	250.00	138.00	388.00	19.00	2,622.00	7,372.00	100.00%
102	VERTICAL SWR. SERVICE LEAD ADJUSTMENT, ALL DIA., INCL. RECONNECTION TO EXIST. SERVICE LINE	EA	50.00	16.00	34.00	50.00	800.00	27,200.00	40,000.00	100.00%
103	TYPE "C" STM. MANHOLE FOR 42" DIA. RCP & SMALLER, STD. DEPTH	EA	78.00	77.00	1.00	78.00	2,125.00	2,125.00	165,750.00	100.00%
104	TYPE "C" STM. MH FOR 48"-72" DIA. RCP, STD. DEPTH	EA	22.00	18.00	4.00	22.00	3,400.00	13,600.00	74,800.00	100.00%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
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To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
105	TYPE "C" STM. MH ON EXIST. 4' X 7' RCB, STD. DEPTH	EA	1.00	0.00	0.00	0.00	3,250.00	0.00	0.00	0.00%
106	TYPE "C" STM. MH ON EXIST. 30" RCP, STD. DEPTH	EA	4.00	1.00	0.00	1.00	3,240.00	0.00	3,240.00	25.00%
107	TYPE "C" STM. MH ON EXIST. 36" RCP, STD. DEPTH	EA	1.00	0.00	1.00	1.00	5,500.00	5,500.00	5,500.00	100.00%
108	TYPE "C" STM. MH ON EXIST. 48" RCP, STD. DEPTH	EA	2.00	0.00	2.00	2.00	6,400.00	12,800.00	12,800.00	100.00%
109	TYPE "C" STM. MH ON EXIST. 60" RCP, STD. DEPTH	EA	8.00	0.00	0.00	0.00	4,860.00	0.00	0.00	0.00%
110	TYPE "C" STM. MH ON EXIST. 10' X 6' RCB, STD. DEPTH	EA	2.00	0.00	0.00	0.00	2,150.00	0.00	0.00	0.00%
111	MODIFY "E" INLET TO TYPE "C" STM. MH, STD. DEPTH	EA	2.00	4.00	0.00	4.00	890.00	0.00	3,560.00	200.00%
112	RECONSTRUCT EXIST. INLET INTO A TYPE "C" MH STD. DEPTH	EA	3.00	0.00	0.00	0.00	1,560.00	0.00	0.00	0.00%
113	ADJUST EXIST. STM. MH RIM TO BE FLUSH W/PROP. PVMT.	EA	14.00	14.00	0.00	14.00	400.00	0.00	5,600.00	100.00%
114	MAKE CONNECTION TO EXIST. MANHOLE OR INLET	EA	1.00	1.00	0.00	1.00	200.00	0.00	200.00	100.00%
115	TYPE "A" INLET STD. DEPTH	EA	51.00	45.00	8.00	53.00	1,570.00	12,560.00	83,210.00	103.92%
116	TYPE "B-B" INLET, STD. DEPTH	EA	46.00	46.00	0.00	46.00	2,265.00	0.00	104,190.00	100.00%
117	MODIFIED "B-B" INLET CONSTRUCTED ON EXIST. MH STD. DEPTH	EA	1.00	0.00	1.00	1.00	2,580.00	2,580.00	2,580.00	100.00%
118	TYPE "C-1" INLET, STD. DEPTH	EA	23.00	17.00	4.00	21.00	2,500.00	10,000.00	52,500.00	91.30%
119	TYPE "C-2" INLET, STD. DEPTH	EA	7.00	5.00	2.00	7.00	3,600.00	7,200.00	25,200.00	100.00%
120	RING GRATE FOR 18" RCP, STD. DEPTH	EA	8.00	6.00	0.00	6.00	360.00	0.00	2,160.00	75.00%
121	15" RCP 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	365.00	875.00	0.00	875.00	45.00	0.00	39,375.00	239.73%
122	15" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	17.00	0.00	17.00	17.00	46.00	782.00	782.00	100.00%
123	18" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	1,599.00	1,594.00	20.00	1,614.00	50.00	1,000.00	80,700.00	100.94%
124	18" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	100.00	16.00	84.00	100.00	55.00	4,620.00	5,500.00	100.00%
125	24" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	4,232.00	2,927.00	800.00	3,727.00	65.00	52,000.00	242,255.00	88.07%
126	24" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	1,038.00	928.00	110.00	1,038.00	70.00	7,700.00	72,660.00	100.00%
127	30" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	272.00	288.00	0.00	288.00	78.00	0.00	22,464.00	105.88%
128	30" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	469.00	575.00	0.00	575.00	80.00	0.00	46,000.00	122.60%
129	36" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	1,013.00	1,013.00	0.00	1,013.00	110.00	0.00	111,430.00	100.00%
130	36" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	1,302.00	1,302.00	0.00	1,302.00	120.00	0.00	156,240.00	100.00%
131	42" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	739.00	701.00	38.00	739.00	135.00	5,130.00	99,765.00	100.00%

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From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
132	42" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	813.00	813.00	0.00	813.00	145.00	0.00	117,885.00	100.00%
133	42" RCP, 10'-12' DEPTH, FITTINGS, B&B, TESTING	LF	50.00	50.00	0.00	50.00	142.07	0.00	7,103.50	100.00%
134	48" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	669.00	669.00	0.00	669.00	165.00	0.00	110,385.00	100.00%
135	48" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	754.00	754.00	0.00	754.00	175.00	0.00	131,950.00	100.00%
136	36" PVC TO BE JACKED THRU EXIST. BOX CAR SIPHON, FITTINGS, B&B, TESTING (see Note Attached)	LF	135.00	135.00	0.00	135.00	85.00	0.00	11,475.00	100.00%
137	42" CMP, ALL DEPTHS, FITTINGS, B&B, TESTING	LF	155.00	155.00	0.00	155.00	62.00	0.00	9,610.00	100.00%
138	48" CMP, ALL DEPTHS, FITTINGS, B&B, TESTING	LF	46.00	84.00	0.00	84.00	120.00	0.00	10,080.00	182.61%
139	26" X 43" REINF. CONC. ARCH PIPE, STD. DEPTH	LF	41.00	41.00	0.00	41.00	160.00	0.00	6,560.00	100.00%
140	TIMBER BENT FOR 42" CMP	EA	1.00	1.00	0.00	1.00	500.00	0.00	500.00	100.00%
141	TIMBER BENT FOR 48" CMP	EA	2.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00%
142	JUNCTION BOX W/MANHOLE RING & COVER	EA	1.00	0.00	0.00	0.00	1,300.00	0.00	0.00	0.00%
143	BRICK PLUG FOR 4' X 3' RCB STM. SWR.	EA	2.00	0.00	0.00	0.00	525.00	0.00	0.00	0.00%
144	BRICK PLUG FOR EXIST. 18" RCP	EA	1.00	2.00	0.00	2.00	130.00	0.00	260.00	200.00%
145	BRICK PLUG FOR EXIST 54" RCP	EA	1.00	1.00	0.00	1.00	450.00	0.00	450.00	100.00%
146	BRICK PLUG FOR EXIST. SIPHON	EA	2.00	2.00	0.00	2.00	850.00	0.00	1,700.00	100.00%
147	24" TYPE II SAFETY END TREATMENT (4:1)	EA	1.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00%
148	CONC. COLLAR TO JOIN PROPOSED 18" RCP TO EXIST. STM. SWR.	EA	1.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00%
149	CONC. COLLAR TO JOIN PROPOSED 24" RCP TO EXIST. STM. SWR.	EA	2.00	2.00	0.00	2.00	450.00	0.00	900.00	100.00%
150	DRAIN/CLEAN EXIST. SIPHON	EA	1.00	1.00	0.00	1.00	5,000.00	0.00	5,000.00	100.00%
151	TRENCH SAFETY FOR 15"-36" DIA. STM. SWR. LINE, 5'-10'	LF	7,732.00	6,781.50	951.00	7,732.50	0.50	475.50	3,866.25	100.01%
152	TRENCH SAFETY FOR 36"-54" DIA. STM. SWR. LINE, 5'-10' DEPTH	LF	2,746.00	2,746.00	0.00	2,746.00	0.50	0.00	1,373.00	100.00%
153	TRENCH SAFETY FOR 36"-54" DIA. STM. SWR., 10'-15' DEPTH	LF	20.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00%
154	REMOVE/DISPOSE OF EXIST. 18" RCP	LF	26.00	74.00	0.00	74.00	8.00	0.00	592.00	284.62%
155	REMOVE/DISPOSE OF EXIST. 24" RCP	LF	1,354.00	1,316.00	38.00	1,354.00	8.00	304.00	10,832.00	100.00%
156	REMOVE/DISPOSE OF EXIST. 30" RCP	LF	667.00	662.00	5.00	667.00	8.00	40.00	5,336.00	100.00%

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To Owner : Fort Bend County
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Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
157	REMOVE/DISPOSE OF EXIST. 36" RCP	LF	136.00	163.00	0.00	163.00	8.00	0.00	1,304.00	119.85%
158	REMOVE/DISPOSE OF EXIST. 42" RCP	LF	440.00	151.00	680.00	831.00	9.00	6,120.00	7,479.00	188.86%
159	REMOVE/DISPOSE OF EXIST. 54" RCP	LF	337.00	275.00	62.00	337.00	9.00	558.00	3,033.00	100.00%
160	REMOVE/DISPOSE OF EXIST. 18" CMP	LF	133.00	50.00	0.00	50.00	6.50	0.00	325.00	37.59%
161	REMOVE/DISPOSE OF EXIST. 36" CMP	LF	22.00	23.00	0.00	23.00	6.75	0.00	155.25	104.55%
162	REMOVE/DISPOSE OF EXIST. 24" PVC	LF	93.00	101.00	0.00	101.00	8.00	0.00	808.00	108.60%
163	REMOVE/DISPOSE OF EXIST. CULVERT (36" & SMALLER)	LF	5,611.00	6,332.50	25.00	6,357.50	12.00	300.00	76,290.00	113.30%
164	REMOVE/DISPOSE OF EXIST. CULVERT (60" & GREATER)	LF	210.00	215.00	0.00	215.00	23.00	0.00	4,945.00	102.38%
165	REMOVE/DISPOSE OF EXIST. GRATE INLET	EA	38.00	37.00	1.00	38.00	300.00	300.00	11,400.00	100.00%
166	REMOVE/DISPOSE OF EXIST. CONC. TROUGH/SLOPED CULVERT SAFETY END TREATMENT	EA	38.00	28.00	8.00	36.00	300.00	2,400.00	10,800.00	94.74%
167	REMOVE/DISPOSE OF EXIST. "E" INLET	EA	14.00	13.00	0.00	13.00	340.00	0.00	4,420.00	92.86%
168	CAP EXIST. "E" INLET	EA	6.00	8.00	0.00	8.00	525.00	0.00	4,200.00	133.33%
169	REMOVE/DISPOSE OF EXIST. MANHOLE & BACKFILL	EA	4.00	3.00	1.00	4.00	750.00	750.00	3,000.00	100.00%
170	ABANDON EXIST. MANHOLE	EA	2.00	0.00	0.00	0.00	760.00	0.00	0.00	0.00%
171	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 24" INLET LEAD	EA	2.00	1.00	1.00	2.00	525.00	525.00	1,050.00	100.00%
172	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 36" INLET LEAD	EA	1.00	1.00	0.00	1.00	660.00	0.00	660.00	100.00%
173	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 42" INLET LEAD	EA	1.00	1.00	0.00	1.00	785.00	0.00	785.00	100.00%
174	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 48" INLET LEAD	EA	2.00	0.00	2.00	2.00	900.00	1,800.00	1,800.00	100.00%
175	ROADWAY EXCAVATION, EXIST. PVMT. SURFACE & BASE MATERIAL	CY	64,254.00	53,723.69	1,484.56	55,208.25	7.50	11,134.20	414,061.88	85.92%
176	COMPACTED RDWY. EMBANKMENT FILL	CY	889.00	881.91	0.00	881.91	25.00	0.00	22,047.75	99.20%
177	8" REINF. CONC. PAVING	SY	75,124.00	65,418.89	6,030.00	71,448.89	40.00	241,200.00	2,857,955.60	95.11%
178	7" REINF. CONC DRVWY., INCL. CURB TRANSITION (147 Ea)	SY	6,304.00	6,412.81	261.60	6,674.41	42.00	10,987.20	280,325.22	105.88%
179	MANIPULATION OF LIME TREATED SUBGRADE 8" DEPTH FOR PVMT. & DRVWYS.	SY	83,189.00	82,839.32	2,886.05	85,725.37	1.60	4,617.68	137,160.59	103.05%

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5th Street

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180	LIME FOR 8" SUBGRADE (36 LB/SY)	TON	2,061.51	2,284.35	103.37	2,387.72	115.00	11,887.55	274,587.80	115.82%
181	6" REINF. CONC. CURB	LF	25,793.00	21,262.00	0.00	21,262.00	3.20	0.00	68,038.40	82.43%
182	6" REINF. CONC. CURB (DOWELED-ON)	LF	46.00	480.00	0.00	480.00	8.00	0.00	3,840.00	1,043.48%
183	6" REINF. CONC. CURB & GUTTER (2' WID TOTAL)	LF	797.00	720.00	0.00	720.00	9.00	0.00	6,480.00	90.34%
184	STD. CONC. PAVING HEADER	LF	640.00	451.00	28.00	479.00	16.50	462.00	7,903.50	74.84%
185	4-1/2" CONC. SDWLK. W/3" COMPACTED SAND BEDDING	SY	4,339.00	3,615.69	18.00	3,633.69	37.00	666.00	134,446.53	83.74%
186	6" CONC. ESPLANADE NOSE SDWLK. (COLORED BLACK)	SY	160.00	147.00	0.00	147.00	47.00	0.00	6,909.00	91.88%
187	REINF. CONC. WHEELCHAIR RAMPS	SY	275.00	104.42	70.58	175.00	160.00	11,292.80	28,000.00	63.64%
188	2" HMAC TYPE "D" SURFACE COURSE	TON	325.00	325.00	0.00	325.00	115.00	0.00	37,375.00	100.00%
189	1-1/2" HMAC TYPE "D" SURFACE COURSE	TON	89.00	109.00	0.00	109.00	140.00	0.00	15,260.00	122.47%
190	1-1/2" HMAC TYPE "D" LEVEL-UP COURSE	TON	23.00	23.00	0.00	23.00	155.00	0.00	3,565.00	100.00%
191	8" ASPHALT BLACK BASE	TON	2,230.80	2,240.80	0.00	2,240.80	120.00	0.00	268,896.00	100.45%
192	TACK COAT (RC-250) APPLIED 0.05 GAL/SY OR BASE	GAL	181.00	115.00	0.00	115.00	4.00	0.00	460.00	63.54%
193	PRIME COAT APPLIED 0.35 GAL/SY OF SUBGRADE	GAL	1,172.00	543.00	0.00	543.00	4.50	0.00	2,443.50	46.33%
194	PVMT. MARKING (W) THERMOPLASTIC 4" WIDE MARKING ON PVMT.	LF	9,027.00	5,297.00	0.00	5,297.00	0.42	0.00	2,224.74	58.68%
195	PVMT. MARKING (W) THERMOPLASTIC 8" WIDE MARKING ON PVMT.	LF	1,410.00	805.00	0.00	805.00	0.85	0.00	684.25	57.09%
196	PVMT. MARKING (W) THERMOPLASTIC 12" WIDE MARKING ON PVMT.	LF	4,302.00	1,695.00	0.00	1,695.00	2.20	0.00	3,729.00	39.40%
197	PVMT. MARKING (W) THERMOPLASTIC 24" WIDE MARKING ON PVMT.	LF	977.00	396.00	0.00	396.00	4.40	0.00	1,742.40	40.53%
198	PVMT. MARKING (Y) THERMOPLASTIC 4" WIDE MARKING ON PVMT.	LF	19,912.00	15,770.00	0.00	15,770.00	0.42	0.00	6,623.40	79.20%
199	PVMT. MARKING (Y) THERMOPLASTIC 24" WIDE MARKING ON PVMT.	LF	923.00	912.00	0.00	912.00	4.25	0.00	3,876.00	98.81%
200	PVMT. MARKING (Y) THERMOPLASTIC FOR ESPLANADE NOSE CURB	LF	1,197.00	1,479.00	0.00	1,479.00	2.90	0.00	4,289.10	123.56%
201	PVMT. MARKING DIRECTIONAL ARROW, ALL DIRECTIONS THERMOPLASTC	EA	24.00	17.00	0.00	17.00	100.00	0.00	1,700.00	70.83%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
202	PVMT. MARKING - ELONGATED WORD "ONLY" THERMOPLASTIC	EA	21.00	11.00	0.00	11.00	100.00	0.00	1,100.00	52.38%
203	REFL. PVMT. MARKER - TYPE II-CR	EA	563.00	537.00	0.00	537.00	3.75	0.00	2,013.75	95.38%
204	REFL. PVMT. MARKER - TYPE II-AA	EA	99.00	640.00	0.00	640.00	3.75	0.00	2,400.00	646.46%
205	REMOVE/DISPOSE OF EXIST. ASPHALTIC SURFACE & BASE MATERIAL (avg 13")	SY	53,129.00	47,771.70	1,650.00	49,421.70	1.35	2,227.50	66,719.29	93.02%
206	REMOVE/DISPOSE OF EXIST. CONC. PVMT.	SY	1,507.00	538.72	0.00	538.72	6.00	0.00	3,232.32	35.75%
207	REMOVE/RELOCATE EXIST. TRAFFIC SIGNS, MAIL BOXES, RDWY. SIGNS, LIGHT & TRAFFIC SIGNAL POLES	LS	1.00	0.95	0.00	0.95	17,000.00	0.00	16,150.00	95:00%
208	PREPARE R-O-W FOR CONST.	LS	1.00	1.00	0.00	1.00	350,000.00	0.00	350,000.00	100.00%
209	PROPOSED STOP SIGN (R1-1)	EA	7.00	0.00	0.00	0.00	200.00	0.00	0.00	. 0.00%
210	PROPOSED STOP SIGN (R1-1) WITH STREET NAME	EA	24.00	7.00	0.00	7.00	575.00	0.00	4,025.00	29.17%
211	PROPOSED SMALL STREET SIGN	EA	42.00	10.00	0.00	10.00	230.00	0.00	2,300.00	23.81%
212	RELOCATE EXIST. GUARD POST	EA	12.00	0.00	0.00	0.00	175.00	0.00	0.00	0.00%
213	6' X 6' RCB	LF	280.00	280.00	0.00	280.00	450.00	0.00	126,000.00	100.00%
214	48" RCP CANAL BYPASS PIPE	LF	266.00	266.00	0.00	266.00	200.00	0.00	53,200.00	100.00%
215	HEADWALLS FOR GCWA CANEL	LS	1.00	1.00	0.00	1.00	60,000.00	0.00	60,000.00	100.00%
216	4" CONC. SLOPE PAVING	SY	296.00	406.00	0.00	406.00	50.00	0.00	20,300.00	137.16%
217	FILL FOR LEVELING CANAL BOTTOM UP STREAM	CY	282.00	282.00	0.00	282.00	15.00	0.00	4,230.00	100.00%
218	REMOVE EXIST. CONC. SLOPE PAVING	SY	292.00	292.00	0.00	292.00	14.00	0.00	4,088.00	100.00%
219	REMOVE/DISPOSE OF EXIST. HEADWALLS FOR GCWA CANAL	LS	1.00	1.00	0.00	1.00	4,500.00	0.00	4,500.00	100.00%
220	REMOVE/DISPOSE OF EXIST. "BOX CAR" SIPHON ON N.W. SIDE OF CANAL CROSSING, FILL VOID W/DIRT, COMPACT TO 95% SPD	LS	1.00	1.00	0.00	1.00	8,000.00	0.00	8,000.00	100.00%
221	FILL EXIST. "BOX CAR" SIPHON ON THE S.E. SIDE OF THE CANAL CROSSING W/FLOWABLE GROUT (AFTER 36" PVC PIPE HAS BEEN INSTALLED) INCL. END SUPPORTS TO HOLE THE GROUT	LS	1.00	1.00	0.00	1.00	15,000.00	0.00	15,000.00	100.00%
222	SAWCUT & REMOVE EXIST. SLOPE PAVING	SY	1,500.00	1,500.00	0.00	1,500.00	8.50	0.00	12,750.00	100.00%
223	CONC. SLOPE PAVING	SY	1,515.00	1,794.31	0.00	1,794.31	30.00	0.00	53,829.30	118.44%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
224	CHANNEL EXCAVATION	CY	1,150.00	1,150.00	0.00	1,150.00	6.00	0.00	6,900.00	100.00%
225	FILL FOR CHANNEL	CY	850.00	850.00	0.00	850.00	10.00	0.00	8,500.00	100.00%
226	REHAB. OF 5TH STREET BRIDGE; REMOVE/REPLACE EXIST. BRIDGE SUPERSTRUCTURE, RAILINGS & WINGWALLS	LS	1.00	1.00	0.00	1.00	445,000.00	0.00	445,000.00	100.00%
227	8" REINF. CONC. PAVING FOR THE APPROACH SLAB	SY	398.00	398.00	0.00	398.00	110.00	0.00	43,780.00	100.00%
228	FOUNDATION FOR TRAFFIC SIGNAL (36" DRILL SHAFT)	LF	30.00	30.00	0.00	30.00	190.00	0.00	5,700.00	100.00%
229	FOUNDATION FOR TRAFFIC SIGNAL (48" DRILL SHAFT)	LF	44.00	44.00	0.00	44.00	365.00	0.00	16,060.00	100.00%
230	CONDUIT (PVC) SCH. 80 (2")	LF	440.00	511.00	0.00	511.00	12.00	0.00	6,132.00	116.14%
231	CONDUIT (PVC) SCH. 80 (2") BORE	LF	230.00	480.00	0.00	480.00	13.00	0.00	6,240.00	208.70%
232	CONDUIT (PVC) SCH. 80 (3")	LF	250.00	273.00	0.00	273.00	17.00	0.00	4,641.00	109.20%
233	CONDUIT (PVC) SCH. 80 (3") BORE	LF	230.00	240.00	0.00	240.00	18.00	0.00	4,320.00	104.35%
234	CONDUIT (PVC) SCH. 80 (4")	LF	20.00	30.00	0.00	30.00	35.00	0.00	1,050.00	150.00%
235	CONDUIT (RM) (1-1/4")	LF	460.00	455.00	0.00	455.00	12.50	0.00	5,687.50	98.91%
236	CONDUIT (RM) (2")	LF	200.00	274.00	0.00	274.00	1.20	0.00	328.80	137.00%
237	CONDUIT (RM) (2") BORE	LF	50.00	70.00	0.00	70.00	20.00	0.00	1,400.00	140.00%
238	ELECTRICAL CONDUCTOR (NO. 2) INSULATED	LF	186.00	252.00	0.00	252.00	3.50	0.00	882.00	135.48%
239	ELECTRICAL CONDUCTOR (NO. 4) INSULATED	LF	150.00	240.00	0.00	240.00	3.50	0.00	840.00	160.00%
240	ELECTRICAL CONDUCTOR (NO. 6) BARE	LF	1,440.00	867.00	0.00	867.00	1.20	0.00	1,040.40	60.21%
241	ELECTRICAL CONDUCTOR (NO. 8) INSULATED	LF	1,150.00	0.00	0.00	0.00	0.90	0.00	0.00	0.00%
242	ELECTRICAL CONDUCTOR (NO. 14) INSULATED	LF	4,450.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00%
243	GROUND BOX (TYPE 2) (243636) W/APRON	EA	4.00	2.00	0.00	2.00	1,700.00	0.00	3,400.00	50.00%
244	GROUND BOX (TYPE 2) (162922) W/APRON	EA	3.00	7.00	0.00	7.00	875.00	0.00	6,125.00	233.33%
245	ZINC COATED STEEL WIRE STRAND (5/16")	LF	480.00	320.00	0.00	320.00	3.50	0.00	1,120.00	66.67%
246	ZINC COATED STEEL WIRE STRAND (3/16")	LF	240.00	270.00	0.00	270.00	3.50	0.00	945.00	112.50%
247	ALUMINUM SIGNS (TYPE A)	SF	57.00	57.00	0.00	57.00	3.50	0.00	199.50	100.00%
248	INSTALL ISOLATED HWY. TRAFFIS SIGNAL INCL. OVERHEAD SIGNS, STREET NAME SIGNS, P.E. CELL, ROADWAY LIGHTS, ETC.	EA	1.00	1.00	0.00	1.00	11,500.00	0.00	11,500.00	100.00%

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From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
249	INSTALL ISOLATED HWY. TRAFFIS SIGNAL INCL OVERHEAD SIGNS, STREET NAME SIGNS, P.E. CELL, RDWY. LIGHTS	EA	2.00	2.17	0.00	2.17	19,000.00	0.00	41,230.00	108.50%
250	BACKPLATE (3-SECTION) 12"	EA	8.00	8.00	0.00	8.00	55.00	0.00	440.00	100.00%
251	BACKPLATE (4-SECTION) 12"	EA	4.00	4.00	0.00	4.00	150.00	0.00	600.00	100.00%
252	PEDESTRIAN SIGNAL SECTION (12") (LED) 2 INDICATIONS	EA	20.00	8.00	0.00	8.00	350.00	0.00	2,800.00	40.00%
253	VEHICLE SIGNAL SECTION (12") (LED) GREEN ARROW	EA	4.00	4.00	0.00	4.00	355.00	0.00	1,420.00	100.00%
254	VEHICLE SIGNAL SECTION (12") (LED) GREEN	EA	10.00	10.00	0.00	10.00	355.00	0.00	3,550.00	100.00%
255	VEHICLE SIGNAL SECTION (12") (LED) YELLOW ARROW	EA	2.00	2.00	0.00	2.00	425.00	0.00	850.00	100.00%
256	VEHICLE SIGNAL SECTION (12") (LED (Y)	EA	10.00	10.00	0.00	10.00	315.00	0.00	3,150.00	100.00%
257	VEHICLE SIGNAL SECTION (12") (LED) (RED)	EA	18.00	18.00	0.00	18.00	290.00	0.00	5,220.00	100.00%
258	PEDESTRIAN SIGNAL SECTION (12") (LED) COUNT DOWN TYEP	EA	12.00	12.00	0.00	12.00	765.00	0.00	9,180.00	100.00%
259	TRAFFIC SIGNAL CABLE (TYPE A) (2 CONDUCTOR) (12 AWG)	LF	4,410.00	5,805.00	0.00	5,805.00	0.85	0.00	4,934.25	131.63%
260	TRAFFIC SIGNAL CABLE (TYPE A) (2 CONDUCTOR) (12 AWG)	LF	3,110.00	4,415.00	0.00	4,415.00	1.05	0.00	4,635.75	141.96%
261	TRAFFIC SIGNAL CABLE (TYPE A) (7 CONDUCTOR) (12 AWG)	LF	3,250.00	3,980.00	0.00	3,980.00	1.55	0.00	6,169.00	122.46%
262	TRAFFIC SIGNAL CABLE (TYPE C) (2 CONDUCTOR) (14 AWG)	LF	5,200.00	5,225.00	0.00	5,225.00	0.75	0.00	3,918.75	100.48%
263	TRAFFIC SIGNAL PLATE ASSEMBLY (S) (1 ARM) (44')	EA	2.00	2.00	0.00	2.00	6,500.00	0.00	13,000.00	100.00%
264	TRAFFIC SIGNAL PLATE ASSEMBLY (S) (1 ARM) (50') (LUM)	EA	2.00	2.00	0.00	2.00	15,500.00	0.00	31,000.00	100.00%
265	PEDESTRIAN POLE INCL. FOUNDATION	EA	2.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00	100.00%
266	PEDESTRIAN DETECTION PUSH BUTTONS (2")	EA	20.00	20.00	0.00	20.00	175.00	0.00	3,500.00	100.00%
267	VEHICLE LOOP DETECTORS, SAWCUT, INSTALLED	LF	1,770.00	993.00	0.00	993.00	9.00	0.00	8,937.00	56.10%
268	REMOVE EXIST. TRAFFIC SIGNALS	EA	1.00	0.00	0.00	0.00	1,200.00	0.00	0.00	0.00%
269	VIVDS PROECESSOR SYSTEM	EA	2.00	1.00	0.00	1.00	7,500.00	0.00	7,500.00	50.00%
270	VIVDS CAMERA ASSEMBLY	EA	9.00	4.00	0.00	4.00	1,600.00	0.00	6,400.00	44.44%
271	VIVDS SET UP SYSTEM	EA	2.00	0.00	0.00	0.00	1,250.00	0.00	0.00	0.00%
272	VIVDS COMMUNICATION CABLE (CO-AXIAL)	LF	1,790.00	1,015.00	0.00	1,015.00	1.20	0.00	1,218.00	56.70%
273	TRAFFIC CONTROL PLAN & DETOUR PLAN	MO	18.00	19.00	0.00	19.00	3,200.00	0.00	60,800.00	105.56%
274	TEMP. CTB DURING BRIDGE CONST.	LF	170.00	170.00	0.00	170.00	75.00	0.00	12,750.00	100.00%
275	WORK ZN. PVMT. MARKINGS, 4" (W)	LF	5,200.00	5,383.00	0.00	5,383.00	0.85	0.00	4,575.55	103.52%

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820 Old Atascocita Road
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22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
276	WORK ZN. PVMT. MARKINGS, 4" (Y)	LF	26,200.00	11,024.00	0.00	11,024.00	0.90	0.00	9,921.60	42.08%
277	WORK ZN. PVMT. MARKINGS, 8" (W)	LF	100.00	543.00	0.00	543.00	1.85	0.00	1,004.55	543.00%
278	WK. ZONE PVMT. MARKINGS, 24" (W)	LF	150.00	206.00	0.00	206.00	8.00	0.00	1,648.00	137.33%
279	WORK ZONE PVMT. MARKINGS, WORD "ONLY"	EA	7.00	4.00	0.00	4.00	185.00	0.00	740.00	57.14%
280	WORK ZONE PVMT. MARKINGS, ARROW (W)	EA	10.00	7.00	0.00	7.00	185.00	0.00	1,295.00	70.00%
281	WELL POINT SYSTEM	LF	4,000.00	618.00	0.00	618.00	20.00	0.00	12,360.00	15.45%
282	ADDITIONAL COST ABOVE MINIMUM BID FOR WELL POINT SYSTE	LF	4,000.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00%
283	WET SAND CONST. FOR SAN SWR.	LF	1,700.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00%
284	ADDITIONAL COST ABOVE MINIMUM BID FOR WET SAND CONST.	LF	1,700.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00%
285	BYPASS PUMPING, TEMP. MANHOLES, CONNECTION, ETC.	DY	50.00	12.00	0.00	12.00	200.00	0.00	2,400.00	24.00%
286	OPEN CUT EXIST. DRVWY. TO INSTALL PROP. UTILITY LINE, REPLACE DRVWY.	SY	545.00	400.00	0.00	400.00	45.00	0.00	18,000.00	73.39%
287	SAW CUT, REMOVE/REPLACE EXIST. CONC.	SY	1,848.98	1,848.98	0.00	1,848.98	45.00	0.00	83,204.10	100.00%
288	SAW CUT, REMOVE/REPLACE EXIST. ASPHALT PVMT. ALONG ROTHWELL	SY	644.00	644.00	0.00	644.00	40.00	0.00	25,760.00	100.00%
289	16" STRIP OF SOD ADJACENT TO BACK OF CURB	LF	28,000.00	10,321.00	0.00	10,321.00	0.45	0.00	4,644.45	36.86%
290	HYDRO-MULCH SEEDING OF R-O-W & ADJACENT EASEMENTS, CONTRAC- TOR TO ENSURE GROWTH OF VEGETATION	AC	7.00	3.75	0.00	3.75	1,250.00	0.00	4,687.50	53.57%
291	FILTER FABRIC BARRIER	LF	1,018.00	1,809.00	0.00	1,809.00	1.20	0.00	2,170.80	177.70%
292	INLET PROTECTION BARRIER	EA	76.00	45.00	0.00	45.00	45.00	0.00	2,025.00	59.21%
293	PROJECT SIGN	EA	1.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00	200.00%
294	REMOVE/DISPOSE OF EXIST. TREE/VEGETATION TO R-O-W LINE	EA	50.00	78.00	0.00	78.00	450.00	0.00	35,100.00	156.00%
295	RELOCATE EXIST. CHAIN LINK FENCE	LF	937.00	238.00	0.00	238.00	10.00	0.00	2,380.00	25.40%
296	RELOCATE EXIST. BARB WIRE FENCE	LF	212.00	212.00	0.00	212.00	6.50	0.00	1,378.00	100.00%
297	RELOCATE EXIST. SCHOOL FLASHERS	EA	2.00	2.00	0.00	2.00	3,800.00	0.00	7,600.00	100.00%
	Total Base Contract Billed:							**644,982.98**	**9,970,152.97**	

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820 Old Atascocita Road
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To Owner : Fort Bend County
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Attn: David Balmos
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Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
Change Order: 1 - Change in Contract										
298C	Construction Surveying Cost	LS	1.00	0.60	0.00	0.60	66,364.50	0.00	39,818.55	60.00%
299C	Install a Conflict Box	LS	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00	100.00%
300C	Install a Temp. Brick Plug & Remove	LS	1.00	1.00	0.00	1.00	650.00	0.00	650.00	100.00%
301C	Additional Traffic Control @ Lexing	LS	1.00	1.00	0.00	1.00	5,724.00	0.00	5,724.00	100.00%
302CA	Install Low Profile Concrete Barrie	LF	4,800.00	4,800.00	0.00	4,800.00	45.00	0.00	216,000.00	100.00%
302CB	Relocate Low Profile Concrete Barri	LF	4,200.00	4,200.00	0.00	4,200.00	7.00	0.00	29,400.00	100.00%
302CC	Remove Low Profile Concrete Barrier	LF	4,800.00	1,900.00	0.00	1,900.00	10.00	0.00	19,000.00	39.58%
	Total Change Order 1							**0.00**	**312,592.55**	
Change Order: 2 - Additional Items										
303C2	Traffic Control For Detour Work	LS	1.00	1.00	0.00	1.00	950.00	0.00	950.00	100.00%
304C2	6" WaterLine Open Cut	LF	18.00	18.00	45.00	63.00	65.00	2,925.00	4,095.00	350.00%
305C2	6" WaterLine Trenchless Construct.	LF	50.00	50.00	0.00	50.00	100.00	0.00	5,000.00	100.00%
306C2	12" WaterLine Trenchles Construct.	LF	408.00	349.00	0.00	349.00	86.00	0.00	30,014.00	85.54%
307C2	3" Pump for Storm Sewer Bypass	DAY	5.00	5.00	0.00	5.00	450.00	0.00	2,250.00	100.00%
308C2	6" Pump for Pond/Storm Sewer Bypass	DAY	10.00	10.00	0.00	10.00	800.00	0.00	8,000.00	100.00%
	Total Change Order 2							**2,925.00**	**50,309.00**	
Change Order: 3 - Additional Items										
309C3	Relocate Gas Meter @ Sta 78+70 Rt.	LS	1.00	1.00	0.00	1.00	4,565.00	0.00	4,565.00	100.00%
310C3	SS Bypass Pumping w/ 3" Pump	DAY	11.00	11.00	0.00	11.00	450.00	0.00	4,950.00	100.00%
311C3	SS Bypass Pumping w/ 6" Pump	DAY	27.00	27.00	0.00	27.00	800.00	0.00	21,600.00	100.00%
312C3	18" SS Inside 30" Steel Casing	LS	1.00	1.00	0.00	1.00	19,537.70	0.00	19,537.70	100.00%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
	Total Change Order 3							**0.00**	**50,652.70**	
Change Order: 4 - Additional Items										
313C4	Remove & Dispose of 48" RCP	LF	180.00	274.00	0.00	274.00	9.00	0.00	2,466.00	152.22%
314C4	Install Brick Plug on 7' x 4' Box	LS	1.00	1.00	0.00	1.00	795.00	0.00	795.00	100.00%
315C4	18" SET 6:1 Slope	EA	2.00	2.00	0.00	2.00	875.00	0.00	1,750.00	100.00%
316C4	Fence Relocation at Lift Station	LS	1.00	1.00	0.00	1.00	1,620.00	0.00	1,620.00	100.00%
317C4	Junction Box for Dual 15" RCP	EA	2.00	7.00	0.00	7.00	1,410.00	0.00	9,870.00	350.00%
318C4	Add to Modify BB Inlet for Dual 15"	EA	2.00	5.00	0.00	5.00	550.00	0.00	2,750.00	250.00%
319C4	Add Junctuion Box For 24" RCP	EA	10.00	6.00	0.00	6.00	1,260.00	0.00	7,560.00	60.00%
	Total Change Order 4							**0.00**	**26,811.00**	
Change Order: 5 - Change in Contract										
320C5	INSTALL 4' CHAIN LINK FENCE @ CANAL	LF	54.00	0.00	0.00	0.00	42.50	0.00	0.00	0.00%
321C5	LOWERING STORM DRAIN BOX	LS	1.00	1.00	0.00	1.00	35,030.00	0.00	35,030.00	100.00%
322C5	RFI 126 - 18" FORCE MAIN OFFSET	LS	1.00	1.00	0.00	1.00	19,241.01	0.00	19,241.01	100.00%
	Total Change Order 5							**0.00**	**54,271.01**	
	Total Billed: Contract and Change Orders					**85.95%**	**Percent Complete**	**647,907.98**	**10,464,789.23**	

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
22	12/31/2008	06-106922	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Billing Summary for Contract 06-1069

		Current	To Date
Less Previous Payments:	**Total Completed:**	647,907.98	10,464,789.23
	Stored Material To Date:	0.00	0.00
	Sales Tax:	0.00	0.00
	Less Retainage:	0.00	551,912.47
	Total this Invoice:	647,907.98	9,912,876.76
	Previous Payments:		9,264,968.78
	Balance as of this Invoice:	647,907.98	647,907.98

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HARRIS

Triple B Services, L.L.P. performed certain improvements to real property located in Harris County, Texas, which improvements are described as follows:

Engineer's Project # PO 04300003537 5th Street Paving/Drainage

In consideration of payment of SIX HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED SEVEN & 98/100 ($ 647,907.98) and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contractor or any constitutional lien that the undersigned my have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the construction of such improvements on the property have been fully paid and satisfied, in accordance to our terms and conditions with our vendors and subcontractors, and undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said property arising out of any bills for material or labor in connection with the construction of said improvements thereon, undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Contractor: Triple B Services, L.L.P.

Date: 1/08/2009

By: Donna M. Burke

Donna M. Burke, Sr. Project Administrator

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donna M. Burke, known to be the acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 08 day of January, 2009,

Tiffany Galvan

My Commission Expires: (SEAL)

Notary Public in and for the State of Texas

TIFFANY GALVAN
Notary Public, State of Texas
My Commission Expires
January 12, 2011

File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 22.doc

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

COUNTY OF HARRIS

Donna M. Burke being first duly sworn states that she is the Sr. Project Administrator of Triple B Services, L.L.P. of Harris County of Texas, hereinafter called "Company", and the said Company has performed work and/or furnished labor for Ft. Bend County hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "CONTRACT") for the construction of:

5th Street Paving/Drainage
Engineer's Project # PO 04300003537

That all just and lawful invoices against the Company for labor, materials, and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments for the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

Contractor: Triple B Services, L.L.P.

Date: 1/08/2009

By: Donna M. Burke
Donna M. Burke, Sr. Project Administrator

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donna M. Burke, known to be the acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 08 day of January, 2009.

Tiffany Galvan
Notary Public in and for the State of Texas

My Commission Expires: (SEAL)

TIFFANY GALVAN
Notary Public, State of Texas
My Commission Expires
January 12, 2011

File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 22.doc

10 D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/12/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. CB030539-03 in the amount of $6,754.92 to Carter & Burgess for actual rates regarding Fort Bend County Mobility Projects, Precints 1,2,3 &4. (PC04300002361)

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):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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.**
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DISTRIBUTION:

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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
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☐	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):

Carter Burgess

Invoice Date: 12/31/08

Invoice No.: CB030539-03

Project No(s). CB030539
WHXH3500

Fort Bend County
P.O. Box 1449
Rosenberg, TX 77471-1449

Attn: Jesse Hegemier, P.E.

TERMS: 15 DAYS
Subject to 1.5% Interest
After 15 Days

INVOICE

REFERENCE: **On Call Services - Fort Bend County Engineering Department**

Project: Fort Bend County Mobility Projects

Services Rendered through November 21, 2008

Employee Name	Title	Hours	Rate	Total
Westpark Schematic				
William Thurber	Project Director	7.00	$224.88	$1,574.16
	Subtotal Labor	**7.00**		**$1,574.16**
Environmental Services for SPI				
Jeff Anderson	Environmental Manager	10.00	$217.05	$2,170.50
Darren Dodson	Environmental Scientist II	6.00	$123.36	$740.16
Tom Allemand	Environmental Planner I	30.00	$75.67	$2,270.10
	Subtotal Labor	**46.00**		**$5,180.76**
	Total Labor	**53.00**		**$6,754.92**

INVOICE AMOUNT **$6,754.92**

Amount Previous Billed	$1,278,029.79
Current Invoice Amount:	$6,754.92
Total Invoiced to Date:	$1,284,784.71

CARTER & BURGESS, INC. APPROVAL:

Todd Thurber, P.E.
Project Manager

Detail Project Charges

Services Rendered through November 21, 2008

Invoice No.:	**CB030539-03**	Date:	**12/31/2008**
Project Number:	030539.010	Client Name:	**Fort Bend County**
Project Name:	Fort Bend County General Eng.		**Attn: Jesse Hegemier, P.E.**
Project Manager:	Todd Thurber, P.E.		**P.O. Box 1449**
Owning Organization:	1.90.03		**Rosenberg, TX 77471-1449**
Contract Type:	Time + Materials	Phone Number:	281-342-3039 ext. 132

PERF ORG	EMPLOYEE NAME/ VENDOR NAME	WEEK ENDING	HOURS	BILLING RATE	TOTAL BILLABLE
1.90.03	THURBER, WILLIAM T	11/07/2008	4.00	224.88	899.52
1.90.03	THURBER, WILLIAM T	11/21/2008	3.00	224.88	674.64
			7.00		**1,574.16**
1.90.03	ANDERSON, JEFFREY T.	10/31/2008	6.00	217.05	1,302.30
1.90.03	ANDERSON, JEFFREY T.	11/14/2008	2.00	217.05	434.10
1.90.03	ANDERSON, JEFFREY T.	11/21/2008	2.00	217.05	434.10
			10.00		**2,170.50**
1.90.03	DODSON, DARREN PAUL	11/21/2008	6.00	123.36	740.16
			6.00		**740.16**
1.90.03	ALLEMAND, THOMAS M.	11/14/2008	8.00	75.67	605.36
1.90.03	ALLEMAND, THOMAS M.	11/21/2008	22.00	75.67	1,664.74
			30.00		**2,270.10**
	Subtotal				**6,754.92**
	Total for Project Number 030539.010				**$6,754.92**

10 E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/12/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 211560105 (Pay Estimate No.5) in the amount of $5,316.91 to Huitt-Zollars, Inc. regarding the expansion of Falcon Landing Blvd. (from Greenbusch to Katy-Gaston), Mobility Bond Project #703, Precinct 3.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	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):

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ▪ 1500 South Dairy Ashford ▪ Suite 200 ▪ Houston, TX 77077-3858 ▪ 281.496.0066 phone ▪ 281.496.0220 fax ▪ huitt-zollars.com

INVOICE

December 23, 2008
Invoice No: 211560105

D. Jesse Hegemier
Fort Bend County
County Engineers Office
1124-52 Blume Road
Rosenberg, TX 77471

Project 02115601 Falcon Landing Blvd, Project No. 703
Greensbusch to Katy-Gaston PO#13584
For Professional Services Rendered Through Period Ended December 6, 2008

Phase Description	Phase Contract	Percent Complete	JTD Billing	Prior Billing	Current Billing
Preliminary Engineering	87,893.00	100.00	87,893.00	82,576.09	5,316.91
Topographic Surveying	35,350.00	100.00	35,350.00	35,350.00	0.00
Final Design	292,270.00	0.00	0.00	0.00	0.00
TOTAL FEE	415,513.00		123,243.00	117,926.09	5,316.91
		TOTAL FEE			**5,316.91**

TOTAL DUE THIS INVOICE **$5,316.91**

Project Manager: Qayyum Javed

PJA

10 F

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/12/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 9405 (Pay Estimate No.6) in the amount of $26,512.00 to IDCUS, Inc. dba IDC,Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds) Lawson P.O.#13273

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
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☐	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):

AS PER ORIGINAL

IDC

Planners - Engineers - Program Managers

January 6, 2009

Mr. D. Jesse Hegemier, P.E.
Fort Bend County Engineer
1124 Blume Road
Rosenberg, Texas 77471

Re: Billing Period No. 6
IDC Invoice No. 9405
Services Through December 2008
Purchase Order No. 13273
Project No. 725
Harlem Road from North of US 90A to Plantation Dr.

Dear Mr. Hegemier:

Enclosed is IDC's invoice for services performed through December 2008 in the amount of $26,512.00 for your consideration and further handling. Two copies of the following documents are attached:

- Invoice No. 9405
- Progress Report No. 6

Sincerely,

Larry Janak, P.E.
Executive Vice President

Cc: Mark Dessens – Schaumburg & Polk, Inc.

11111 Wilcrest Green, Suite 250, Houston, Texas 77042 • Tel: (713) 541-5591 • Fax: (713) 541-3501

AS PER ORIGINAL

Project No.: 725
Purchase Order No. 13273

HARLEM ROAD
N. of US90A to Plantation Drive
INVOICE: IDC
PER PHASE

DATE: 12/31/2008
INVOICE: No. 9405

TASK DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
I. Project Management					
A. Meetings & County Coord	$7,533	85.0%	$6,403	$6,026	$377
B. Invoice & Progress Reports	$7,001	85.0%	$5,951	$5,601	$350
C. Coord w/ Subs	$10,987	90.0%	$9,888	$9,339	$549
D. QC/QA	$6,906	50.0%	$3,453	$2,762	$691
SUBTOTAL TASK	**$32,427**	**79.2%**	**$25,695**	**$23,729**	**$1,967**
II. Route/Alignment Study					
A. Data Collect & Field Recon	$6,944	100.0%	$6,944	6,944	$0
B. Typ Sect/Horiz & Vert Algn	$11,764	90.0%	$10,588	10,588	$0
C. Alternative Analysis	$10,909	100.0%	$10,909	10,909	$0
D. Select Preferred Alternative	$7,592	100.0%	$7,592	6,833	$759
E. Intersect Layout	$4,780	60.0%	$2,868	2,390	$478
F. Culvert Layouts	$4,876	30.0%	$1,463	975	$488
G. Utility Coord	$5,428	50.0%	$2,714	2,714	$0
H. ROW Determination	$5,686	75.0%	$4,265	4,265	$0
I. Cross-Sections	$4,569	50.0%	$2,285	1,142	$1,142
J. Cost Estimate	$3,824	30.0%	$1,147	765	$382
SUBTOTAL TASK	**$66,372**	**76.5%**	**$50,774**	**$47,524**	**$3,249**
III. Preliminary Engineering Report					
A. Draft PER	$11,574	85.0%	$9,838	$8,681	$1,157
B. Court Presentation	$2,119		$0		$0
C. Final PER	$5,132		$0		$0
SUBTOTAL TASK	**$18,825**	**52.3%**	**$9,838**	**$8,681**	**$1,157**
IV. Surveys					
A. Control	$4,108	100.0%	$4,108	$4,108	$0
B. Topo & Utility	$23,282	100.0%	$23,282	$23,282	$0
C.1. Survey Intersection w/ US90A	$15,239	100.0%	$15,239		$15,239
C.2 Administer Survey US90A	$2,297	100.0%	$2,297		$2,297
SUBTOTAL TASK	**$44,926**	**100.0%**	**$44,926**	**$27,390**	**$17,536**
V. Drainage Report					
A. Detention Alternatives Analysis	$26,375	100.0%	$26,375	$25,056	$1,319
B. H & H Anaylsis	$10,470	100.0%	$10,470	$9,947	$524
C. Prepare Report	$15,200	100.0%	$15,200	$14,440	$760
SUBTOTAL TASK	**$52,045**	**100.0%**	**$52,045**	**$49,443**	**$2,602**
VI. Geotechncial Investigation					
A. Field Work	$3,620	90.0%	$3,258	$3,258	$0
B. Lab Analysis	$3,700	90.0%	$3,330	$3,330	$0
C. Prepare Report	$2,030	90.0%	$1,827	$1,827	$0
SUBTOTAL TASK	**$9,350**	**90.0%**	**$8,415**	**$8,415**	**$0**
LABOR COSTS					
Subtotal (IDC)	$119,921	73.9%	$88,604	$79,933	$8,671
Subtotal (LTC)	$42,629	100.0%	$42,629	$27,390	$15,239
Subtotal (EHRA)	$52,045	100.0%	$52,045	$49,443	$2,602
Subtotal (TWEI)	$9,350	90.0%	$8,415	$8,415	$0
TOTAL LABOR	**$223,945**	**85.6%**	**$191,693**	**$165,181**	**$26,512**
Total All Firms	$223,945	85.6%	$191,693	$165,181	$26,512
DIRECT COSTS					
IDC	$2,323	50.0%	$1,162	$1,162	$0
TOTAL DIRECT COSTS	**$2,323**	**50.0%**	**$1,162**	**$1,162**	**$0**
TOTALS					
Labor	$223,945	85.6%	$191,693	$165,181	$26,512
Direct Costs	$2,323	50.0%	$1,162	$1,162	$0
TOTAL CONTRACT	**$226,268**	**85.2%**	**$192,854**	**$166,342**	**$26,512**

Updated survey budget for WA #3

AS PER ORIGINAL

IDC

Planners – Engineers – Program Managers

HARLEM ROAD
PRELIMINARY ENGINEERING REPORT PHASE
PROGRESS REPORT NO. 6
NOVEMBER - DECEMBER 2008

Activities During Current Reporting Period

Task I. Project Management

Met with County in December to review ROW width prior to Commissioner's Court meeting. Administered topographic survey for the intersection of Harlem and US90A.

Task II. Route/Alignment Studies

Prepared preliminary cross sections for 150ft and 170ft ROW widths. Reviewed cost estimate. Continued working on intersection layouts and culvert layouts. County decided on 140ft wide ROW at December review meeting.

Task III. Preliminary Engineering Report

Received comments from County's GEC to the draft PER and began incorporating into PER.

Task IV. Surveys

Performed topographic survey at the intersection of Harlem Road and US90A.

Task V. Drainage Report

Received letter from Fort Bend County Drainage District advising that the "staff interposed no objection to this project".

Task VI. Geotechnical Investigation

No activity this period.

Activities Anticipated Next Reporting Period

- Incorporate comments and present alignment based on 140ft wide ROW at County Commissioner's Court in January.

11111 Wilcrest Green, Suite 250, Houston, TX 77042 • Tel: (713) 541-5591 • Fax: (713) 541-3501

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/13/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 289035 (Pay Estimate No.4) in the amount of $2,980.00 to Tedsi Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725A, Precincts 3&4. (Fund: Mobility Bonds) Lawson P.O.#18467

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):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should 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 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):

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
10260 Westheimer Rd. ♦ Suite 460 ♦ Houston, Texas 77042
Tel: (713) 975-8337
Fax: (713) 975-7194

November 30, 2008
Project No: 281002-1
Invoice No: 000000289035

Mr. D. Jesse Hegemier, P.E.
Fort Bend County
P. O. Box 1449
Rosenberg, TX 77471

Project 281002-1 Harlem Road @ US 90A

Fort Bend County Project Number 725-A
P. O. Number 18467
Work Authorization No. 1

Professional Services from October 1, 2008 to November 30, 2008

Phase RD Roadway Design (RD)

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Roadway Design (RD)	29,800.00	25.00	7,450.00	4,470.00	2,980.00
Total Fee	29,800.00		7,450.00	4,470.00	2,980.00
		Total Fee			**2,980.00**

Total this Phase **$2,980.00**

Total this Invoice **$2,980.00**

Billings to Date

	Current	Prior	Total
Fee	2,980.00	4,470.00	7,450.00
Totals	**2,980.00**	**4,470.00**	**7,450.00**

Authorized _____ Date: 12/11/08

Zameer Ahmed , P.E.

PROGRESS REPORT
PROJECT NO. 725A
HARLEM ROAD AT US 90A
Work Authorization #1

The following items have been performed during the period from ***10/1/2008 to 11/30/2008***:

FINAL DESIGN

- Perform overall project management.
- Coordinated with Union Pacific Rail Road (UPRR) and drafted a letter for Fort Bend County to send to UPRR. This letter will need to be printed on Fort Bend letter head and will require a few blanks to be filled in.
- Received the survey last week and reviewed the survey data and combined it with the survey to the north of our project. We created the horizontal and vertical alignments and started creating our plan view.
- Reviewed IDC roadway files.

ACTION (S) NEEDED:

- None

10 H

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/21/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 01/27/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.0107288 (Pay Estimate No.7) in the amount of $9,888.60 to Pate Engineers, Inc. regarding Old Richmond Road (from West Airport Boulevard to Boss Gaston Road), Mobility Bond Project #729, Precinct 4. (Fund: Mobility Bonds) Lawson P.O.#17499

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):

DESCRIPTION OF LAWSOM ACCOUNT: _____

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☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

PATE ENGINEERS

AS PER ORIGINAL

December 26, 2008
Project No: 057001800
Invoice No: 0107288

Fort Bend County
D Jesse Hegemier, P.E.
County Engineer
1124-52 Blume Road
Rosenberg, TX 77471

Engineering and surveying services for the Old Richmond Road widening from West Airport Blvd. to Boss Gaston Road
Professional Services from November 26, 2008 to December 25, 2008

	Amount	% Complete	Amount	Previously Invoiced	This Invoice
Drainage & Culvert Analysis	8,200.00	87.30	7,158.60	5,740.00	1,418.60
Basic Services	55,000.00	60.40	33,220.00	24,750.00	8,470.00
Control and Topo Survey	30,000.00	100.00	30,000.00	30,000.00	0.00
Deed Research, ROW Resolution	22,000.00	100.00	22,000.00	22,000.00	0.00
Additional Topography	3,000.00	0.00	0.00	0.00	0.00
Prepare Exhibits and Metes & Bounds Monument Parcels (50 parcels @ $1,400/parcel)	70,000.00	0.00	0.00	0.00	0.00
Total Fee					**9,888.60**

Total this Invoice **$9,888.60**

cc:
Klotz Assoicates, Inc.
Mr. David Balmos, P.E.
1160 Dairy Ashford, Suite 500
Houston, TX 77079

OK RJH

TS

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of JANUARY, 2009, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of DEVON STREET HOMES

Job Location MILL PASS CIRCLE

Dated 01/08/09 Bond No. LL12093500 Permit No. 83613 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, date 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 Statues. Upon Motion of Commissioner Prestage, seconded by Commissioner Morrison, duly put and carried, it is ORDERED, ADJUGED 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
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 1-22-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiva
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083613

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 Commissioner's Court of Fort Bend County, Texas.

__X__ (1) Complete Application Form.

- __X__ a. Name of road, street, and/or drainage ditch affected.
- __X__ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ (2) Bond: _____
District Attorney, approval when applicable.

- __X__ Perpetual bond currently posted.
  - No. LL12093500
  - Amount $50,000.00
- _____ Performance bond submitted.
  - No. _____
  - Amount _____
- _____ Cashier's Check.
  - No. _____
  - Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's 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.

_____ 01/06/2009
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

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. 83613 (County Use Only)

Applicant Name Devon Street Homes

Applicant Mailing Address 4550 Post Oak Place Dr., Suite 120

City Houston State Texas Zip 77027

Home Phone _____ Daytime Phone 713-539-0192

Property Owner's Name same Phone _____

Property Owner's Mailing Address same

City same State _____ Zip _____

LOCATION OF PROPERTY

Subdivision Waterview Estates Sec 10 Lot 8 Blk 1

Physical Address 5306 Millwood Pass Circle

(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

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- *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.**

Stephen Kay — 1/5/09

Signature of Applicant, Agent or Attorney **Date**

Stephen Kay

Printed Name

*CITY ORDINANCES
**RESTRICTIVE COVENANTS
***BUILDER GUIDELINES
UE = UTILITY EASEMENT
AE = AERIAL EASEMENT
BL = BUILDING LINE
PL = PROPERTY LINE

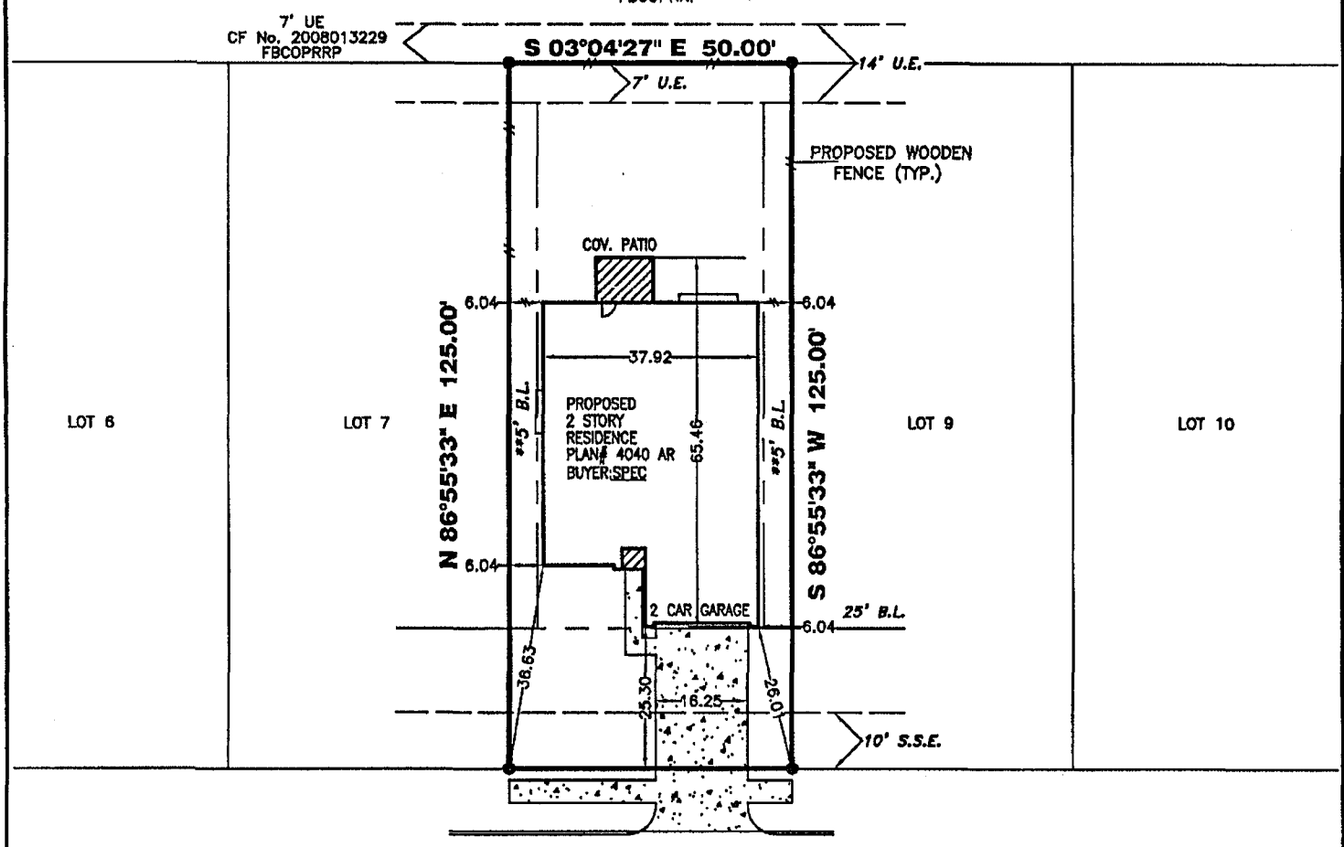
LEGEND

IRON FENCE —I—
WOOD FENCE —//—
OVERHEAD UTILITIES —U—
BUILDING LINE — — —
ESMT LINE — — — —
AERIAL ESMT —··—··—

SSE = SANITARY SEWER ESMT.
WLE = WATERLINE EASEMENT
ROW = RIGHT OF WAY
PUE = PUBLIC UTILITY ESMT.
PAE = PERMANENT ACCESS ESMT.
MUE = MUNICIPAL UTILITY ESMT.

SCALE 1"=30'
15' 15' 30'

REMAINDER OF A
CALLED 88.464 ACRES
TO VENTANA DEVELOPMENT MORTIN, LTD.
BY SPECIAL WARRANTY DEED WITH
RESERVATION AND GRANT OF FLOWAGE
AND DRAINAGE EASEMENT
CF No. 2005110949
FBCOPRRP



N 03°04'27" W 50.00'
5306 MILLWOOD PASS CIRCLE (50' R.O.W.)

LOT COVERAGE		
SLAB=	1976	SQ.FT.
DRIVE=	422	SQ.FT.
IN-TURN DRIVE=	204	SQ.FT.
PUBLIC WALKS=	136	SQ.FT.
PRIVATE WALKS=	53	SQ.FT.
COVERED PATIO=	80	SQ.FT.
TOTAL=	2871	SQ.FT.
LOT=	6250	SQ.FT.
COVERAGE=	40	%

SOD		
FRONT YARD=	187	SQ.YD.
REAR YARD=	226	SQ.YD.
SOD IN ROW=	26	SQ.YD.
TOTAL SOD AREA=	439	SQ.YD.
FENCE		
TOTAL FENCE=	147	LIN. FT.

PROPERTY INFORMATION

LOT 8 BLOCK 1 SECTION 10

SUBDIVISION:
WATERVIEW ESTATES SEC. 10

RECORDING INFO:
PLAT NO. 20080063, PLAT RECORDS,
FORT BEND COUNTY, TEXAS

PLAN INFORMATION

PLAN NUMBER 4040 AR

PLAN OPTIONS:
— COVERED PATIO

FLOOD INFORMATION

F.I.R.M. NO: 48157C PANEL: 0115J
REVISED DATE: 1-3-97 ZONE: "X"

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

NOTES:

ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.

NOTE: PROPERTY SUBJECT TO RECORDED RESTRICTIONS, REGULATIONS, & ORDINANCES, IF ANY.

RESTRICTIVE COVENANTS AND EASEMENTS AS DEFINED PER PLAT NO. 20080063, P.R.F.B.C.TX., F.B.C. FILE NOS. 2004051859, 2004133762, 2007048797, 2008009939, 2008045109, 2008055622, CITY OF HOUSTON ORDINANCE 85-1878 PER H.C.C.F.#N-253886 AND CITY OF HOUSTON ORDINANCE 89-1312 PER H.C.C.F.#M-337573 AND AMENDED BY CITY OF HOUSTON ORDINANCE 1999-262.

(#) THE MINIMUM SLAB ELEVATION SHALL BE 95.5 FEET ABOVE MEAN SEA LEVEL. IN ADDITION TO THE MINIMUM SLAB ELEVATION, NO FLOOR SLAB S HALL BE LESS THAN 18 INCHES ABOVE NATURAL GROUND PER RECORDED PLAT NOTE # 11A.

THIS PLOT PLAN DOES NOT ADDRESS ANY EAVES, GUTTERS OR OTHER OVERHANGING STRUCTURE FEATURES , WHICH MAY PROTRUDE OVER BOUNDARY, EASEMENT AND/ OR BUILDING LINES, UNLESS OTHERWISE SHOWN HEREON

ALL BUILDING LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES (INCLUDING CITY OF HOUSTON), IF ANY, THAT AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED.

OWNER/BUILDER MUST VERIFY MINIMUM PROPOSED FINISHED FLOOR REQUIREMENTS OF F.E.M.A. AND/OR LOCAL GOVERNMENT AUTHORITIES, INCLUDING APPLICABLE BENCHMARK DATUM AND ADJUSTMENT, PRIOR TO PLANNING AND/OR CONSTRUCTION.

THIS PLOT PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AT THE REQUEST OF DEVON STREET HOMES AND MAY NOT SHOW ALL ENCUMBRANCES OF RECORD. THE BUILDER MUST VERIFY ALL BUILDING LINES, EASEMENTS, RESTRICTIONS AND ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY PRIOR TO STARTING CONSTRUCTION. THIS PLOT PLAN DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SURVEYOR RECOMMENDED A CURRENT TITLE REPORT SHOULD HAVE BEEN OBTAINED.

DRAWING INFORMATION

ADDRESS: 5306 MILLWOOD PASS CIRCLE
TT JOB NO: DS187-08
CLIENT JOB NO:
DRAWN BY: MB
BEARING BASE: REFERRED TO PLAT NORTH
DATE: 12-31-08

REVISIONS

NO.	DATE	REASON	BY

DEVON STREET HOMES

PLOT PLAN
THIS IS NOT A BOUNDARY SURVEY

TRI-TECH SURVEYING COMPANY, L.P.
WWW.SURVEYINGCOMPANY.COM
10401 Westoffice Drive Phone: (713) 667-0800
Houston Texas, 77042 Fax: (713) 667-4610

© 2008, TRI-TECH SURVEYING COMPANY, L.P.

G:\2008\Devon Street Homes\Plot Plans\DS187-08P.dwg, 12/31/2008 1:50:46 PM, lois, 1:1

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
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City Houston State Texas Zip 77027

Home Phone _____ Daytime Phone 713-539-0192

Property Owner's Name same Phone _____

Property Owner's Mailing Address same

City same State _____ Zip _____

LOCATION OF PROPERTY

Subdivision Waterview Estates Sec 10 Lot 7 Blk 1

Physical Address 5310 Millwood Pass Circle

(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

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- **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.**

Stephen Kay — 1/5/09

Signature of Applicant, Agent or Attorney **Date**

Stephen Kay

Printed Name

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**RESTRICTIVE COVENANTS
***BUILDER GUIDELINES
UE = UTILITY EASEMENT
AE = AERIAL EASEMENT

BL = BUILDING LINE
PL = PROPERTY LINE

IRON FENCE —I—
WOOD FENCE —//—
OVERHEAD UTILITIES —U—

LEGEND

BUILDING LINE — — —
ESMT LINE — — — —
AERIAL ESMT —..—..—..—

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CALLED 88.464 ACRES
TO VENTANA DEVELOPMENT MORTIN, LTD.
BY SPECIAL WARRANTY DEED WITH
RESERVATION AND GRANT OF FLOWAGE
AND DRAINAGE EASEMENT
CF No. 2005110949
F.B.C.O.P.R.R.P.

7' U.E.
C.F. NO. 2008013229
F.B.C.O.P.R.R.P.

S 03°04'27" E 50.00'

14' U.E.

7' U.E.

5.04

5.04

39.92

N 86°55'33" E 125.00'

S 86°55'33" W 125.00'

78' ±Sss

78' ±Sss

PROPOSED
1 STORY
RESIDENCE
PLAN# 4030 BR
BUYER:SPEC

64.54

LOT 5

LOT 6

LOT 8

LOT 9

2 CAR GARAGE

5.04

5.04

25' B.L.

28.78

25.30

16.25

25.80

10' S.S.E.

N 03°04'27" W 50.00'

5310 MILLWOOD PASS CIRCLE (50' R.O.W.)

LOT COVERAGE		
SLAB=	2433	SQ.FT.
DRIVE=	411	SQ.FT.
IN-TURN DRIVE=	204	SQ.FT.
PUBLIC WALKS=	135	SQ.FT.
PRIVATE WALKS=	31	SQ.FT.
COVERED PATIO=	130	SQ.FT.
TOTAL=	3344	SQ.FT.
LOT=	6250	SQ.FT.
COVERAGE=	48%	

SOD		
FRONT YARD=	160	SQ.YD.
REAR YARD=	200	SQ.YD.
SOD IN ROW=	26	SQ.YD.
TOTAL SOD AREA=	386	SQ.YD.
FENCE		
TOTAL FENCE=	140	LIN. FT.

PROPERTY INFORMATION

LOT 7 BLOCK 1 SECTION 10

SUBDIVISION:
WATERVIEW ESTATES SEC. 10

RECORDING INFO:
PLAT NO. 20080063, PLAT RECORDS,
FORT BEND COUNTY, TEXAS

PLAN INFORMATION

PLAN NUMBER 4030 BR

PLAN OPTIONS:
– COVERED PATIO

FLOOD INFORMATION

F.I.R.M. NO: 48157C PANEL: 0115J
REVISED DATE: 1-3-97 ZONE: "X"

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THIS PLOT PLAN DOES NOT ADDRESS ANY EAVES, GUTTERS OR OTHER OVERHANGING STRUCTURE FEATURES , WHICH MAY PROTRUDE OVER BOUNDARY, EASEMENT AND/ OR BUILDING LINES, UNLESS OTHERWISE SHOWN HEREON

ALL BUILDING LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES *(INCLUDING CITY OF HOUSTON), IF ANY, THAT AFFECT* SUBJECT PROPERTY SHOULD BE VERIFIED.

OWNER/BUILDER MUST VERIFY MINIMUM PROPOSED FINISHED FLOOR REQUIREMENTS OF F.E.M.A. AND/OR LOCAL GOVERNMENT AUTHORITIES, INCLUDING APPLICABLE BENCHMARK DATUM AND ADJUSTMENT, PRIOR TO PLANNING AND/OR CONSTRUCTION.

THIS PLOT PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AT THE REQUEST OF DEVON STREET *HOMES AND MAY NOT SHOW ALL ENCUMBRANCES OF* RECORD. THE BUILDER MUST VERIFY ALL BUILDING LINES, EASEMENTS, RESTRICTIONS AND ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY PRIOR TO STARTING CONSTRUCTION. THIS PLOT PLAN DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SURVEYOR RECOMMENDED A CURRENT TITLE REPORT SHOULD HAVE BEEN OBTAINED.

DRAWING INFORMATION

ADDRESS: 5310 MILLWOOD PASS CIRCLE
TT JOB NO: DS186-08
CLIENT JOB NO:
DRAWN BY: MB
BEARING BASE: REFERRED TO PLAT NORTH
DATE: 12-31-08

REVISIONS

NO.	DATE	REASON	BY

DEVON STREET HOMES

PLOT PLAN

THIS IS NOT A BOUNDARY SURVEY

TRI-TECH SURVEYING COMPANY, L.P.
WWW.SURVEYINGCOMPANY.COM
10401 Westoffice Drive Phone: (713) 667-0800
Houston Texas, 77042 Fax: (713) 667-4610

© 2008, TRI-TECH SURVEYING COMPANY, L.P.

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of JANUARY, 2009, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of AT & T TEXAS

Job Location FARMER ROAD

Dated 01/15/09 Bond No. CH1-001686693-01 Permit No. 83615 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, date 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 Statues. Upon Motion of Commissioner Prestage, seconded by Commissioner Morrison, duly put and carried, it is ORDERED, ADJUGED 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
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 1-27-09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Shanny Tien
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083615

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 Commissioner's Court of Fort Bend County, Texas.

__X__ **(1) Complete Application Form.**

- __X__ a. Name of road, street, and/or drainage ditch affected.
- __X__ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ **(2) Bond:** _____
District Attorney, approval when applicable.

- __X__ Perpetual bond currently posted.
  No. CH1-001686693-01
  Amount $25,000.00
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

_____ **(3) Verbal permission given for emergencies, to start construction before approved in Commissioner's 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.

_____ 01/15/2009
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

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. 7264350
PERMIT NO. 83615 PCT. NO. 3
BOND NO. CH1-0011686693-01

FORMAL NOTICE IS HEREBY GIVEN THAT AT&T Texas
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 DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	LENGTH OF CROSSING	TYPE OF CONSTRUCTION BORED	JACKED	DRIVEN	CASE

ALONG ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	TO	DISTANCE
FARMER RD	FARMER RD @ W GRAND PKWY S		120'

GENERAL DESCRIPTION

SEE ATACHMENT.

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.

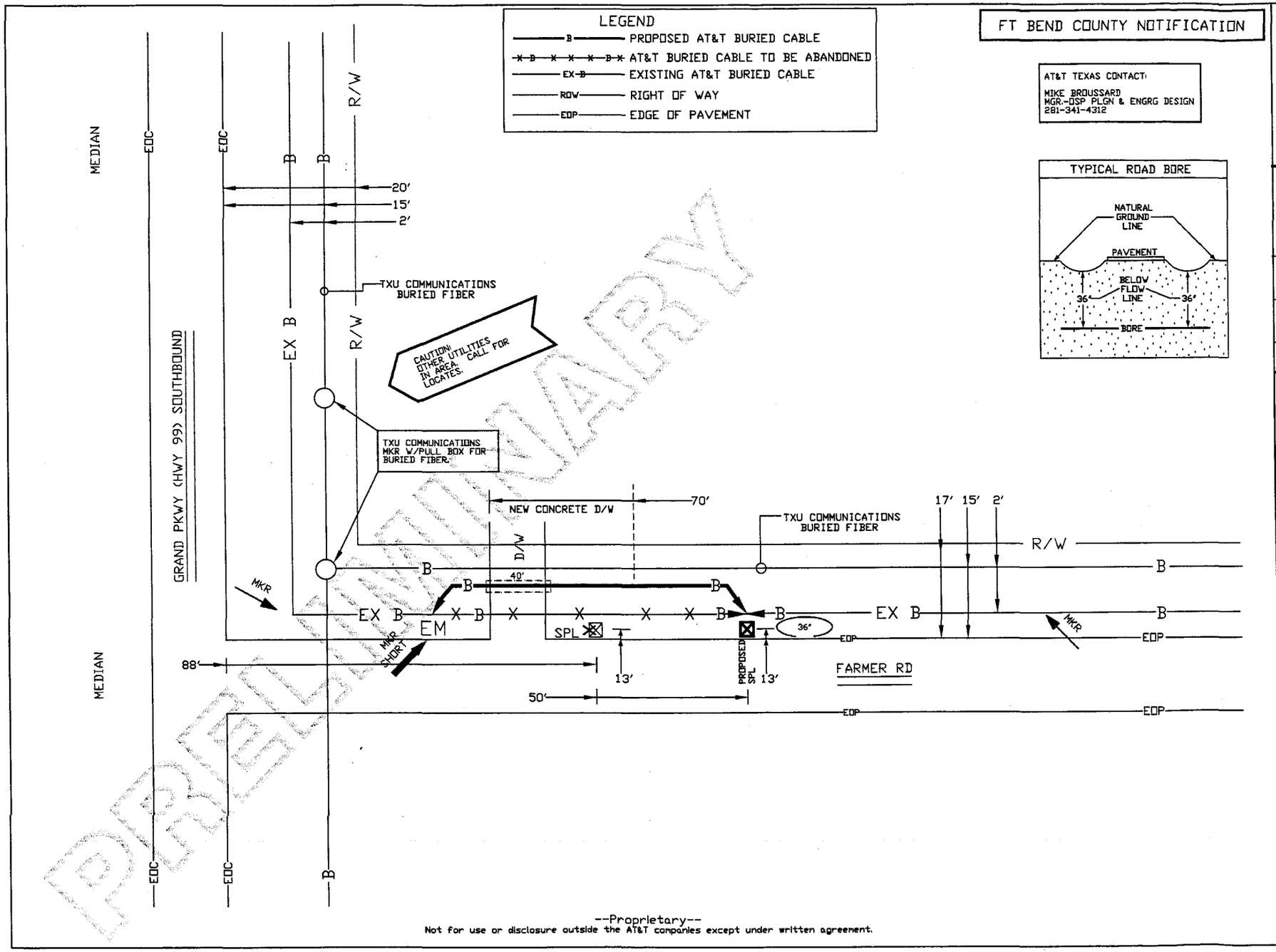
WRITTEN NOTICES ARE REQUIRED: 1) 48 HOURS IN ADVANCE OF START OF CONSTRUCTION AND 2) WHEN CONSTRUCTION IS COMPLETE AND READY FOR FINAL INSPECTION.

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: AT&T Texas
AGENT AND/OR OWNER
(SIGNATURE)
NAME & TITLE: MIKE BROUSSARD, MGR.-OSP PLNG & ENG DESIGN
(PLEASE PRINT)
DATE: 01/05/2009
ADDRESS: 1110 LOUISE, 1ST FLOOR
(STREET/P.O.BOX)
ROSENBERG (CITY) TEXAS (STATE) 77471 (ZIP)
TELEPHONE NO: 281-341-4312
(ACCESSIBLE 24 HRS/DAY, 7 DAYS/WEEK)

I:\Web Page\Pre-web Documents and Images\Word Documents\Engineering\NOTICE.ROW.doc
FM-HOMP00/FORMS/FTBENDCTY



--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK ____ TO ____
MFRC 45C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 163605

CAUTION HIGH VOLTAGE
KV 7.20 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO CENT - CENTER POINT
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 7264350

TOT.PRINTS 2 PRINT NO.2
NPA/NNX: 281-232 PRT:281232
EXCH. RICH-ROSE
TAX DIST. FG009
GEO LOC. W89232
ENGR. MB DRAWN DW
TELEPHONE NO. (281) 341-4312
REC. REF. 232-280-37
MAP REF. FB KM 526W
SCALE NONE
ISSUE DATE
PROJ TITLE MOVE SPLICE PED FARMER RD
REV. NUMBER
DATE REV.

10 K

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27 day of JANUARY, 2009, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of TRI CONTRACTING-EXALT, INC. / LOREN HILL

Job Location MADDEN, WEST BELFORT

Dated 01/14/09 Bond No. 25668434 Permit No. 83614

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, date 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 Statues. Upon Motion of Commissioner Prostage, seconded by Commissioner Morrison, duly put and carried, it is ORDERED, ADJUGED 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
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 1-27-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fish
Deputy

(REVISED 5/30/08)

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROAD, COMMERCIAL DRIVEWAY AND MEDIAN OPENINGS OR MODIFICATIONS AUTHORIZED

BOND NO 25668434

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, TRI CONTRACTING-EXALT, INC whose address is 14019 FALBA, HOUSTON ,Texas, hereinafter called the Principal, and WESTERN SURETY COMPANY , a Corporation existing under and by virtue of the laws of the State of TEXAS and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 12155 JONES RD HOUSTON TX 77070 , whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is TEXAS and whose address is 12155 JONES RD HOUSTON TX 77070 , 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.) 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, commercial driveway and median openings or modifications 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, commercial driveway and median openings or modifications;

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, commercial driveway and median openings or modifications 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 9 day of JANUARY , 2009 .

Ron R Hill

PRINCIPAL

LOREN HILL

BY

R. Reece

SURETY

RON REECE

BY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

I:\WPDATA\PROCED\PERMIT\PERFBOND.P01.doc

POWER OF ATTORNEY

(Irrevocable) BOND No. R- 25668434

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO [2] authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
CONNIE LEE REECE	RONALD ALLEN REECE

in the City of HOUSTON, State of TEXAS, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, one of the following bonds.

An **ORIGINAL** bond required by Statute, Decree of Court or Ordinance for:			MAXIMUM PENALTY
(A)	**ADMINISTRATOR** **EXECUTOR** **PERSONAL REPRESENTATIVE** **GUARDIAN OF INCOMPETENT** **CONSERVATOR OF INCOMPETENT/CONSERVATEE** **COMMITTEE OF INCOMPETENT** **SALE OF REAL OR PERSONAL PROPERTY - When this company has qualifying bond or when it is a separate bond for accounting of proceeds of sale only.**	**REFEREE IN PARTITION** **COMMISSIONER TO SELL REAL ESTATE** **TRUSTEE OR RECEIVER - In Bankruptcy (Excluding Chapter 11)** **CURATOR**	$ 500,000
(B)	**GUARDIAN OF MINOR OR CONSERVATOR OF MINOR**		$ 10,000
(C)	**NOTARY PUBLIC** **PUBLIC OFFICIAL AND DEPUTIES**	**RECEIVER** - (In State Court Only) **TRUSTEE** - (Testamentary Only)	$ 50,000
(D)	**PLAINTIFF'S COURT BOND** - Banks, Savings & Loan, and Trust Companies (Except Restraining Order and Injunction) - All Others, except bonds prohibited by "NOTE" below		$ 100,000 $ 20,000
(E)	**COST ON APPEAL** (EXCLUDING OPEN PENALTY, STAY, SUPERSEDEAS OR GUARANTEE OF A JUDGMENT)		$ 2,000
(F)	**LICENSE AND PERMIT EXCEPT BONDS WHERE THE UNITED STATES OF AMERICA, A FEDERAL AGENCY, OR A STATE IS THE OBLIGEE**		$ 25,000
(G)	**STATE LICENSE AND PERMIT** - The following SIX [6] bonds are authorized where the state of TEXAS [TX] is the obligee (other state required bonds not authorized).		
	OUTDOOR ADVERTISER **********		$ 25,000
	PERSONNEL EMPLOYMENT SERVICE **********		
	SUPERHEAVY OR OVERSIZED (ANNUAL) PERMIT **********		
	MOTOR VEHICLE CERTIFICATE OF TITLE **********		
	POLYGRAPH EXAMINER **********		
	OVERAXLE/OVER GROSS WEIGHT TOLERANCE PERMIT *****		
	SPECIAL FUEL USERS		$ 2,000
(H)	**ANY BOND OR INDEMNITY** provided there is attached to this Power of Attorney, written authority in the form of an endorsement, letter or telegram, signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Secretary, Treasurer or Assistant Secretary of Western Surety Company specifically authorizing its execution. For confirmation of the necessary written authority, please contact our Underwriting Department at 1-800-331-6053 (339-0060 in South Dakota).		

NOTE: SUPERSEDEAS, OR OPEN PENALTY OR STAY BONDS ON APPEAL OR GUARANTEE OF JUDGMENT OR BAIL BONDS OR CONSTRUCTION BID OR CONTRACT BONDS OR BONDS FOR DEFENDANTS OR UTILITY DEPOSIT BONDS OR SITE IMPROVEMENT BONDS ARE NOT AUTHORIZED BY THIS POWER OF ATTORNEY, except as provided in Section (H).

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

Dated this 1st day of July, 2005.

WESTERN SURETY COMPANY

ATTEST A. Vietor
Assistant Secretary

By Paul T. Bruflat
Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } SS

On this 1st day of July, 2005, before me, S. Petrik, the undersigned officer, personally appeared PAUL T. BRUFLAT and A. VIETOR who acknowledged themselves to be the Senior Vice President and Assistant Secretary, respectively, of Western Surety Company, a corporation, and that they, as such officers being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

In witness whereof I hereunto set my hand and official seal.

S. PETRIK NOTARY PUBLIC SOUTH DAKOTA (SEAL)

My Commission Expires August 11, 2010

S. Petrik
Notary Public, South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of the Western Surety Company this * _____ day of _____, _____

WESTERN SURETY COMPANY

By Paul T. Bruflat
SENIOR VICE PRESIDENT

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

Form 99-A-7-2005

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy.

Western Surety Company

- **IMPORTANT NOTICE**

  To obtain information or make a complaint:

- You may call Western Surety Company's toll-free telephone number for information or to make a complaint at

  1-800-233-8800

- You may also write to Western Surety Company at
  P. O. Box 655908
  Dallas TX 75265-5908
  or
  P. O. Box 5077
  Sioux Falls, SD 57117-5077

- 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 # (512) 475-1771

- **PREMIUM OR CLAIM 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 OR BOND:**
  This notice is for information only and does not become a part or condition of the attached document.

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

COPY

January 8th, 2009

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 15241267

That we, TRI CONTRACTING-EXALT, INC

of the City of HOUSTON, State of Texas, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Texas, as Surety, are held and firmly bound unto the County of FORT BEND COUNTY, State of Texas, as Obligee, in the penal sum of Five Thousand and 00/100 DOLLARS ($5,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Curb & Gutter

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until January 8th, 2010, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 8th day of January, 2009.

TRI CONTRACTING-EXALT, INC

Principal

Principal

Countersigned (where required)

By_____
Resident Agent

WESTERN SURETY COMPANY

By_____
Paul T. Bruflat, Senior Vice President

Form 532-2-2006

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

COUNTY OF FORT BEND

Engineering Department

P.O. BOX 1449
Rosenberg, Texas 77471-1449

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083614

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 Commissioner's Court of Fort Bend County, Texas.

__X__ **(1) Complete Application Form.**

__X__ **a. Name of road, street, and/or drainage ditch affected.**

__X__ **b. Vicinity map showing course of direction.**

_____ **c. Plans and specifications.**

_____ **(2) Bond:** _____
District Attorney, approval when applicable.

_____ **Perpetual bond currently posted.**
No. _____
Amount _____

__X__ **Performance bond submitted.**
No. 25668434
Amount $5,000.00

_____ **Cashier's Check.**
No. _____
Amount _____

_____ **(3) Verbal permission given for emergencies, to start construction before approved in Commissioner's 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.

_____ 01/14/2009
Johnny Ortega CFM/ Permit Administrator **Date**
(REVISED 5/30/08)

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.** 83614 (County Use Only)

Applicant Name LOREN HELL

Applicant Mailing Address 13555 VERMARION

City HOUSTON State TX Zip 77070

Work Phone 281-970-2818 Daytime Phone 281-455-9830

Property Owner's Name ~~FELL~~ EAGLE HEIGHTS Phone 832-606-4673

Property Owner's Mailing Address 16712 W. BELFORT AVE.

City RICHMOND State TX. Zip

LOCATION OF PROPERTY

Subdivision ALIANA Sec Lot PLAT 2 RESERVE F. Blk

Physical Address 16718 W. BELFORT

(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

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes ( )** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website 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.**

Loren R Hell 1/06/09

Signature of Applicant, Agent or Attorney **Date**

LOREN R. HELL

Printed Name

Juan 936 525 9661

10 N

RELEASE AUTHORIZATION

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

BOND

Number 103966321 Amount $ 50,000.00

Principal Bass Enterprises Production Co.

Surety Travelers Casualty and Surety Company of America

BOND RIDER

Number 103966321 Amount $ 50,000.00

Principal BEPCO, L.P.

Surety Travelers Casualty and Surety Company of America

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

_____

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Linda Hohrine
BEPCO, L.P.
201 Main Street, Suite 2700
Fort Worth, Texas 76102

AGREED:

_____
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 1

COURT APPROVED: 1-27-09 # 10 N
DATE OF RETURN: _____
BY: Sherry Fien
Deputy 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

DIANNE WILSON
COUNTY CLERK

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

January 29, 2009

NOTIFICATION OF RELEASE OF BOND AND RIDER

A release order has been issued by the Fort Bend County Commissioners Court on January 27, 2009 #10N for the following:

BOND#	103966321 $50,000.00
PRINCIPAL	Bass Enterprises Production Co.
SURETY	Travelers Casualty and Surety Company of America
CONSTRUCTION PROJECT	
RELEASE TO	Bepco LP Attn: Linda Hohrine 201 Main Street Suite 2700 Fort Worth TX 76102

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

10-D

BOND NO. 105203680

BOND COVERING OVERSIZE, OVERWEIGHT, OVERLENGTH AND OVERNIGHT LOADS OVER FORT BEND COUNTY ROADS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, BOPCO, L.P. _____ whose address/phone is 201 Main St., Ste. 2700 Ft. Worth TX 76102 817-390-8523 as 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, whose principal office is located at One Tower Square Hartford CT 06183 860-277-0111, and whose officer residing in the State of Texas, authorized to accept service in all units and actions brought within said State is Chris Noble, Travelers Casualty & Surety Co. of America and whose address/phone is 1301 E. Collins Blvd., Ste. 340 Richardon TX 75081 972-866-4416, as Surety, are held and firmly bound unto Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the sum of Fifty Thousand & 00/100 Dollars ($50,000.00) to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns.

The condition of the above obligation is such that the said BOPCO, L.P., as Principal, will make payment to Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, for any and all damages that may be sustained to any road, street, highway or bridge under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas by virtue of the operation of any vehicle or vehicles or equipment by the said BOPCO, L.P. _____, for which permit is issued by the County to operate under the provisions of TEX. TRANSP. CODE ANN. ▶ 623.011 (Vernon 1995).

NOW, THEREFORE, if the said BOPCO, L.P. shall pay to

Robert E. Hebert, County Judge of Fort Bend County, Texas or his successors in office, for any and all damages that may be sustained to any road, street, highway or bridge as above recited by virtue of the operation of any vehicle, vehicles or equipment under the provisions of the law referred to above during the period of time for which such permit issued, then this obligation to be null and void, otherwise to remain in full force and virtue it law.

Dated this 1st day of December, 20 08.

APPROVED this 27 day of January, 2009.

ATTEST: Dianne Wilson

Dianne Wilson
County Clerk

By: Robert Hebert
Robert E. Hebert
County Judge
FORT BEND COUNTY, TEXAS

BOPCO, L.P.
PRINCIPAL

By: W. Frank McCreight
Signature W. Frank McCreight, Vice Presiden

Travelers Casualty and Surety Company of America
SURETY

By: U. Theresa Gardner
ATTORNEY-IN-FACT U. Theresa Gardner

BONDosowol_092

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

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. 219989 **Certificate No.** 002375390

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

William N. Burke, Michael J. Herrod, Wendy W. Stuckey, Lupe Tyler, Margaret Buboltz, Lisa A. Ward, James Nicholas, U. Theresa Gardner, Kathleen M. Meeks, and Nancy Thomas

of the City of Houston, State of Texas, 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.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May, 2008.

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, Senior Vice President

On this the 13th day of May, 2008, 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 NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-5-07 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 1st day of December, 20 08.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

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: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

11 A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Periodical Estimate # 17, in the amount of $2,532,148.38, to Turner Construction for Construction Services provided for the Jail Expansion Project.

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

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 **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

EM 410016 PC # 0472996 R # 47909

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER): Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471
Attn: Don Brady

PROJECT: Fort Bend County Jail
1400 Ransom Road
Richmond, TX 77469

APPLICATION NO: 17
PERIOD FROM: 11/27/08
PERIOD TO: 12/19/08

DISTRIBUTION TO:
[X] OWNER
[X] ARCHITECT
[X] CONTRACTOR
[ ]
[ ]

FROM: TURNER CONSTRUCTION COMPANY
4263 Dacoma St.
Houston, TX 77092

ARCHITECT: Rosser International
524 West Peachtree Street
Atlanta, GA 30308

CONTRACT FOR:

TURNER PROJECT NO 1367800

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
CHANGE ORDERS FROM PREVIOUS MONTHS TOTAL		
Approved this Month — Number / Date		
TOTALS	0.00	0.00
NET CHANGE	0.00	

1. ORIGINAL CONTRACT SUM		$ 66,372,860.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (LINE 1+2)		$ 66,372,860.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 49,988,611.92
5. RETAINAGE:		
a. 10 % of Completed Work (Column D+E on G703)	4,905,246.42	
b. 0% of Stored Material		
Total Retainage (Line 5a +5b or Total in Column I of G703)		$ 4,905,246.42
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 45,083,365.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Previous Certificate)		$ 42,551,217.12
8. CURRENT PAYMENT DUE		$ 2,532,148.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 21,289,494.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TURNER CONSTRUCTION COMPANY
By: Date: 12.30.08

STATE OF: TEXAS CITY OF: Houston
Subscribed and sworn before me on this 5th day of January 2009
Notary:

DAVID K. CRAMER
Notary Public, State of Texas
My Commission Expires
December 12, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 2,532,148.38
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT
By: Date: 12/30/08

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

FM900116

PO # 0472496
R #

EXHIBIT K
APPLICATION FOR PAYMENT

PERIODICAL ESTIMATE NO. 17 PROJECT NO. 1367800
CERTIFICATE OF THE CONSTRUCTION MANAGER OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on this Periodical Estimate No. 17 are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between County of Fort Bend, TX and Turner Construction (Construction Manager) dated 12/19/08

(a)	Total amount earned for work in place (original contract)	$49,988,611.92
(b)	Total amount earned for work in place (change orders)	$0.00
(c)	Value of materials stored at site	$0.00
(d)	Total amount earned ((a) plus (b) plus (c))	$49,988,611.92
(e)	Amount retained (10%)	$4,905,246.42
(f)	Total earned less retained percentage ((d) minus (e))	$45,083,365.50
(g)	Total previously approved	$42,551,217.12
(h)	Amount due THIS ESTIMATE ((f) minus (g))	$2,532,148.38 ✓
(i)	Retainage payment to (subcontractor)(subcontractors) per Paragraph 4 of the Form of Agreement	$0.00
(j)	AMOUNT DUE GENERAL CONSTRUCTION MANAGER ((h) minus (i))	$2,532,148.38 ✓

Z DONSIGNED

I further certify that all claims outstanding against the undersigned Construction Manager for labor, materials, and expendable equipment employed in the performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or on the attached sheet, which statement contains all claims against the Construction Manager which are not yet paid, including all disputed claims and any claims to which the Construction Manager has or will assert any defense.

I further certify that all of the materials indicated on this Periodical Estimate as being stored on the site, but not yet incorporated into the building, have been purchased, delivered, and are now stored on the site for future incorporation into the building and until so incorporated the title to same is, upon payment of this statement, vested in the Owner. Furthermore, the undersigned Construction Manager assumes full responsibility for the existence, protection, and, if necessary, replacement of the above-mentioned materials until the completion of this contract.

Construction Manager [signature] By
Date 12-30-08 Title

CERTIFICATE OF THE RESIDENT ENGINEER INSPECTOR

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Construction Manager and that the Construction Manager's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name [signature] Resident Engineer Inspector. Date: 1-6-09

CERTIFICATE OF THE SUPERVISING ARCHITECT

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Construction Manager and that the Construction Manager's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name [signature] Supervising Architect. Date: 12/30/08

FM 9 0 8 1 6

Project Execution Report for Progress Payments
Fort Bend County Jail Expansion Project
May 13, 2006 Bond Program, Proposition #1

Date: January 6, 2009

Contractor: Turner Construction

JAN 0 6 2009

Contract Name: Construction Management

Project Name: Fort Bend County Jail Expansion

Payment No: 020 (EOM December, 2008)

Services Provided: Requested payment through December 31, 2008

Pre-Construction Services

1.	Pre-Construction Services – Total Contract Amount	$162,000.00
2.	Pre-Construction Services – Total Amount Paid to Date	$162,000.00
3.	Pre-Construction Services – Retainage	$0.00
4.	Pre-Construction Services – Remaining Account	$0.00

Construction Services

1.	Construction Services - Total Contract (Guaranteed Maximum Price) Amount	$66,372,860.00
2.	Construction Services - Total Amount Paid to Date	$42,551,217.12
3.	Construction Services - Retainage Held to Date	$4,623,896.60
4.	Construction Services - Amount Requested this Invoice	$2,532,148.38
5.	Construction Services – Retainage to be held this period	$281,349.82
6.	Construction Services - Total Retainage Held (including above)	$4,905,246.42
7.	Construction Services - Amount Owed this Invoice	$2,532,148.38

Percentage complete based on cost (Cost based on dollars in GMP allocated to construction)..... 78%

Unless noted otherwise, signature below verifies all supporting documents required by the Contract to be submitted with this invoice have been received including the updated CPM schedule.

Submitted By:

Steven D. Ohm
Project Manager
Distribution: Facilities Director
Document Control (E-Project)
File

AS PER ORIGINAL

Exhibit K: schedule 1

Trade Contractor Payment Report of Work Subcontracted

Report Period From: 11/27/08 To: 12/19/08 - Revision

Construction Manager Turner Construction
Contract Amount 66,372,860.00

A	B	C	D	D x 90% = E	F / C =G	F x 90% = H	E From Previous Rec. =I
PP NO.	DESCRIPTION OF WORK	Total Contract Amount	Amount Billed This Period Gross (In Place & Stored)	Amount Earned (After Retainage Reduction)	% of Earned Progress To Date	Total Paid To Date Including Current Period	Releases Required With This Application
	Southern Precision/Turner						
	CCIP Insurance	0.00	0.00	0.00	0.00	0.00	
	Sub-Total S. Precision/Turner	204,782.00	11,880.00	10,692.00	26%	48,252.60	18,701.60
	Precision Site Works:						
	CCIP Insurance	18,916.00	0.00	0.00	100%	17,970.20	
	CCIP Insurance CO #2	1,402.00	0.00	0.00	100%	1,331.90	
	CCIP Insurance CO #3	4,350.00	0.00	0.00	100%	4,132.50	
	CCIP Insurance CO #4	1,356.00	0.00	0.00	100%	1,288.20	
	CCIP Insurance CO #5	1,061.00	0.00	0.00	100%	1,007.95	
	CCIP Insurance CO #6	1,570.00	0.00	0.00	100%	1,491.50	
	CCIP Insurance CO #7	1,077.00	0.00	0.00	100%	1,023.15	
	CCIP Insurance CO #8	626.00	0.00	0.00	100%	594.70	
	CCIP Insurance CO #9	41.00	0.00	0.00	100%	38.95	
	CCIP Insurance CO #10	262.00	0.00	0.00	100%	248.90	
	CCIP Insurance CO #11	572.00	0.00	0.00	100%	543.40	
	CCIP Insurance CO #12	425.00	0.00	0.00	100%	403.75	
	CCIP Insurance CO #13	417.00	0.00	0.00	100%	396.15	
	CCIP Insurance CO #14	1,707.00	0.00	0.00	100%	1,621.65	
	CCIP Insurance CO #15	565.00	0.00	0.00	100%	536.75	
	CCIP Insurance CO #16	12,725.00	0.00	0.00	0%	0.00	
	Sub-Total Precision Site Works	1,408,872.00	0.00	0.00	59%	791,713.38	41,669.13
	Erosion & Sedimentation Control						
	Sub-Total Subcontractor	20,130.00	0.00	0.00	54%	9,781.29	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	46,830.00	0.00	0.00	0%	0.00	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	0.00	0.00	0.00	0%	0.00	
	Jarrar & Co.						
	CCIP Insurance	14,827.00	0.00	0.00	100%	13,344.30	
	CCIP Insurance - CO #1	145.00	0.00	0.00	100%	130.50	
	CCIP Insurance - CO #2	371.00	0.00	0.00	100%	333.90	
	CCIP Insurance - CO #4	487.00	0.00	0.00	0%	0.00	
	CCIP Insurance - CO #5	171.00	0.00	0.00	0%	0.00	
	CCIP Insurance - CO #6	90.00	0.00	0.00	0%	0.00	
	Sub-Total Jarrar & Co.	326,192.50	0.00	0.00	98%	287,799.21	
	Subcontractor						
	CCIP Insurance	0.00	0.00	0.00	0%	0.00	
	Sub-Total Subcontractor	157,285.00	0.00	0.00	0%	0.00	

11 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 7, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application # 07-01500005, in the amount of $34,343.10, to Bass Construction for Professional Services rendered for the Vehicle Maintenance Expansion.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 100687888 **Account Number:**
Activity (If Applicable): P687-05VEHICLE

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 **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

FMC10020

AIA® Document G702™ – 1992

Application and Certificate for Payment PC# 11268 R#1

TO OWNER:	Facilities & Planning Dept. 1402 Band Rd., Suite 100 Rosenberg, TX 77471	**PROJECT:**	FBC Vehicle Main. Expansion Legion Drive Richmond, Texas P.O. 11268	**APPLICATION NO:** 07-01500005 **PERIOD TO:** 12/31/2008 **CONTRACT FOR:** **CONTRACT DATE:** 1/11/2008 **PROJECT NOS:** 07-015 / /	**Distribution to:** OWNER ☐ X ARCHITECT ☐ X CONTRACTOR ☐ X FIELD ☐ X OTHER ☐ X
FROM CONTRACTOR:	Bass Construction Co., Inc. 1124 Damon St. Rosenberg, TX 77471	**VIA ARCHITECT:**			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	714,391.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	714,391.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	703,939.00
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	$	70,393.90
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	70,393.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	633,545.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	599,202.00
8. CURRENT PAYMENT DUE	$	34,343.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	80,845.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bass Construction Co., Inc.

By: _____ Date: 1/7/09

State of: Texas

County of: Fort Bend

Subscribed and sworn to before me this 7th day of January, 2009

Notary Public: Margie Barker

My Commission expires:

MARGIE BARKER
My Commission Expires
June 17, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 07-01500005
APPLICATION DATE: 1/7/2009
PERIOD TO: 12/31/2008
ARCHITECT'S PROJECT NO: 07-015

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurance	24,234.00	24,234.00			24,234.00	100.00		2,423.40
01-100	Permit & Fees	3,540.00	3,540.00			3,540.00	100.00		354.00
01-200	Rentals & Temporaries	8,229.00	7,405.70	823.30		8,229.00	100.00		822.90
01-250	Housekeeping	9,061.00	7,701.30	1,359.70		9,061.00	100.00		906.10
01-300	Supervision/Travel/Proj. Mgmt.	65,700.00	59,130.00	6,570.00		65,700.00	100.00		6,570.00
01-350	Project Closeout	5,000.00	3,750.00	750.00		4,500.00	90.00	500.00	450.00
01-400	Layout/Erosion/Testing/Misc	3,500.00	3,500.00			3,500.00	100.00		350.00
01-500	OH & Profit	62,677.00	56,409.00	3,134.00		59,543.00	95.00	3,134.00	5,954.30
02-000	SITE WORK								
02-450	Concrete Paving	18,003.00	18,003.00			18,003.00	100.00		1,800.30
02-550	Pipe Bollards	751.00	751.00			751.00	100.00		75.10
02-600	Down Spout Boots	6,252.00	6,252.00			6,252.00	100.00		625.20
03-000	CONCRETE								
03-200	Foundation - M&L	97,625.00	97,625.00			97,625.00	100.00		9,762.50
04-000	MASONRY								
04-050	Masonry - M&L	11,200.00	10,080.00	1,120.00		11,200.00	100.00		1,120.00
05-000	METALS								
05-050	Structural Steel - M&L	5,500.00	5,500.00			5,500.00	100.00		550.00
06-000	WOODS & PLASTICS-BY OW								
07-000	WATERPROOFING								
07-050	Insulation	5,057.00	5,057.00			5,057.00	100.00		505.70
08-000	DOORS & WINDOWS								
08-200	Glass & Glazing	2,846.00	2,846.00			2,846.00	100.00		284.60
08-250	Overhead Doors	17,278.00	15,550.00	1,728.00		17,278.00	100.00		1,727.80

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 07-01500005
APPLICATION DATE: 1/7/2009
PERIOD TO: 12/31/2008
ARCHITECT'S PROJECT NO: 07-015

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
09-000	FINISHES-BY OWNER								
10-000	SPECIALTIES-BY OWNER								
11-000	EQUIPMENT								
11-050	Vehicle Service Equip.	34,085.00	25,564.00	8,521.00		34,085.00	100.00		3,408.50
13-000	SPECIAL CONSTRUCTION								
13-050	Building Materials	107,033.00	107,033.00			107,033.00	100.00		10,703.30
13-100	Building Erection	48,343.00	43,508.00	4,835.00		48,343.00	100.00		4,834.30
15-000	MECHANICAL								
15-050	Plumbing - M&L	60,800.00	60,800.00			60,800.00	100.00		6,080.00
15-150	Sprinkler System - M&L	47,000.00	47,000.00			47,000.00	100.00		4,700.00
16-000	ELECTRICAL								
16-050	Electrical - M&L	68,177.00	54,541.00	6,818.00		61,359.00	90.00	6,818.00	6,135.90
16-100	Alarm System - M&L	2,500.00		2,500.00		2,500.00	100.00		250.00
17-000	CHANGE ORDERS								
	Totals	714,391.00	665,780.00	38,159.00		703,939.00	98.54	10,452.00	70,393.90

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FM9900-20

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Ray Glass Company**
Address: **P.O. Box 1065**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$2,560.50**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): A44946

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Vehicle Maintenance Facility
Legion Drive
Richmond, Texas

JAN 07 2009

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 26th day of November

BY: R K

TITLE: PRESIDENT

STATE OF: Texas

COUNTY OF: Fort Bend

This 26th day of November, 2008 Bob Ray being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Notary Public

My Commission Expires: 8/9/2009

LINDA M. VAZQUEZ
Notary Public, State of Texas
My Commission Expires
August 09, 2009

FM:900726

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Hellman Fire Protection**
Address: **5507 Ranch Hill Drive**
Magnolia, TX 77354

FOR AN IN CONSIDERATION OF: **$8,244.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): 07-015-4

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Vehicle Maintenance Facility
Legion Drive
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 22 day of December

BY: [signature]

TITLE: owner

STATE OF: Texas

COUNTY OF: Montgomery

This 22 day of December, 2008 Chuck Hellman being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

[signature]
Notary Public

My Commission Expires: 11/18/09

TRISHA L BRITTAIN
Notary Public, State of Texas
My Commission Expires
November 18, 2009

FM 9002C

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Ramco Erectors**
Address: **2218 Pech Road**
Houston, TX 77055

FOR AN IN CONSIDERATION OF: **$7,225.60**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): 4623-2

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Vehicle Maintenance Facility
Legion Drive
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideratior hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 29 day of December, 2008

BY: Thomas Murray

TITLE: VP

STATE OF: Texas

COUNTY OF: Harris

This 29 day of Dec, 2008 Thomas Murray being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Wilma H Redd
Notary Public

WILMA H. REDD NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-19-2009

My Commission Expires: 4/19/09

FM 10x3-2

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Spring Overhead Door**
Address: **P.O. Box 939**
Spring, TX 77383

FOR AN IN CONSIDERATION OF: **$19,693.80**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): 12128

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Vehicle Maintenance Facility
Legion Drive
Richmond, Texas

Acq

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 23rd day of December

BY: DAVID KOLLER

TITLE: VP

STATE OF: Texas

COUNTY OF: Harris

This 23rd day of December, 2008 David Koller being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Cindy Moore
Notary Public

My Commission Expires: March 6, 2012

CINDY MOORE
Notary Public, State of Texas
My Commission Expires
MARCH 6, 2012

FM9100.20

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Henderson Fabrication, Inc.**
Address: **P.O. Box 659**
Bay City, TX 77404-0659

FOR AN IN CONSIDERATION OF: **$12,898.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): 08065-CO1&2

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Vehicle Maintenance Facility
Legion Drive
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 23rd day of December 2008

BY: Alisha Kelly

TITLE: Controller

STATE OF: Texas

COUNTY OF: Matagorda

This 23 day of December, 2008 Alisha Kelly being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Notary Public

My Commission Expires: 10/23/2012

ANGELA D. HADASH
MY COMMISSION EXPIRES
October 23, 2012

FM 90020

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$34,343.10**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

JAN 07 2009

As per invoice number (s): **07-01500005**

billed to **FBC Facilities & Planning Dept.** and located at the site hereinafter described to wit:

FBC Vehicle Maintenance Expansion
Legion Dr.
Richmond, TX

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

7th day of **January, 2009**

BY: _____

TITLE: Project Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This **7th** day of **January, 2009** **Bret Glover**
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

MARGIE BARKER
My Commission Expires
June 17, 2012

Margie Barker
Notary Public

My Commission Expires: 6/17/2012

Facilities Management & Planning Department
1402 Band Road
Rosenberg, Texas 77471
281/633-7017
281/633-7022 Fax

Work Completion Verification Form

Vendor:	**Bass Construction**
Purchase Order #:	
Invoice #:	**Pay App No. 07-01500005** **$ 34,343.10**
Contact Person:	**Bret Glover**
Phone Number:	**281.342.2022**
Location of Work Performed:	**Vehicle Maint Expansion**
Date Work Completed:	**12/31/08**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**

7 Jan., '09

11C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Permit # 20081283 and Permit # 20081284, in the amount not to exceed $8,449.00, to The City of Richmond for Water Impact Fees and Wastewater Impact Fees for Vehicle Maintenance.

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

List Supporting Documents Attached: Invoices

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 100687888 **Account Number:**
Activity (If Applicable): P687-05VEHICLE

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 **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

City of Richmond - Building Dept.

112 Jackson Street
Richmond, TX 77469
Phone: 281.232.6871 Fax: 281.238.1215

PC # 25350 R # 47907

INVOICE: Permit # 20081284 WATER IMPACT FEE
Construction Address: 230 LEGION DR Richmond, TX 77469

Missing Information **Invoice Date: 08/04/2008**

Refund
Bond
10 29

Fee Detail

Description	Account	Charge
Water Impact Fee	233-6001	4,417.00

Total Fees: $4,417.00

Payment History

System	Balance Forward	08/04/2008	$0.00

Amount Paid: $0.00 Balance Due: $4,417.00

(Please Submit Payment Based on This Invoice if Money Due)

City of Richmond - Building Dept.

112 Jackson Street
Richmond, TX 77469
Phone: 281.232.6871 Fax: 281.238.1215 PC 26320 K 47908

INVOICE: Permit # 20081283 WASTEWATER IMPACT FEE
Construction Address: 230 LEGION DR Richmond, TX 77469

Missing Information **Invoice Date: 08/04/2008**

Fee Detail

Description	Account	Charge
Wastewater Impact Fee	**233-7001**	**4,032.00**

Total Fees: $4,032.00

Payment History

Refund Check	**Check#: did not pay**	**08/21/2008**	**$4,032.00**
Check	**Check#: correction**	**08/25/2008**	**$-4,032.00**

Amount Paid: $0.00 **Balance Due: $4,032.00**

(Please Submit Payment Based on This Invoice if Money Due)

11 D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 1643, in the amount of $61,750.00, from Carter Gobel Lee, LLC for Professional Services for the Jail Expansion.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
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☒	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

FM900328

Carter Goble Lee, LLC

Invoice

Mr. Don Brady
Fort Bend County

PO # PO0473259
47901

Invoice Number:	1643
Invoice Date:	December 30, 2008
Services Through:	December
Project:	

		Approved Budget	Total Expenses	Prior Invoices	Current Invoice
A. Program Management -February		$ 2,050,099.02	$ 1,755,000.00	$ 1,690,000.00	$ 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	100%				
Modular Cell Package	98%				
GMP Development	100%				
Construction Mobilization	100%				
Construction Planning	98%				
Trade Package Award Review	98%				
Construction	79%				
Less Retainage 8%			$ (52,000.00)	$ (52,000.00)	
3% Retainage Release			$ 19,500.00	$ 19,500.00	
Less Retainage 5%			$ (87,750.00)	$ (84,500.00)	$ (3,250.00)
Subtotal			$ 1,667,250.00	$ 1,605,500.00	$ 61,750.00
B. Reimbursable Expenses		$ 130,000.00	$ 15,588.67	$ 15,588.67	$ -
Totals			1,682,838.67	1,621,088.67	**61,750.00**

Total amount Due This Invoice **61,750.00**

Account Summary:

Total Expenses	$ 1,770,588.67
Less Retainage	$ (87,750.00)
Prior Payments	$ 1,621,088.67
Amount Currently Outstanding	$ 61,750.00

I, the undersigned, certify that the expenditures reported have been made for Program accomplishments within the approved budget items:

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.

FM910025

Invoice

Mr. Don Brady
Fort Bend County

Invoice Number: 1643
Invoice Date: December 30, 2008
Services Through: December
Project:

		Approved Budget	Total Expenses	Prior Invoices	Current Invoice
A. Program Management -February Activities	% Complete	$ 2,050,099.02	$ 1,755,000.00	$ 1,690,000.00	$ 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	100%				
Modular Cell Package	98%				
GMP Development	100%				
Construction Mobilization	100%				
Construction Planning	98%				
Trade Package Award Review	98%				
Construction	79%				
Less Retainage 8%			$ (52,000.00)	$ (52,000.00)	
3% Retainage Release			$ 19,500.00	$ 19,500.00	
Less Retainage 5%			$ (87,750.00)	$ (84,500.00)	$ (3,250.00)
Subtotal			$ 1,667,250.00	$ 1,605,500.00	$ 61,750.00
B. Reimbursable Expenses		$ 130,000.00	$ 15,588.67	$ 15,588.67	$ -
Totals			1,682,838.67	1,621,088.67	**61,750.00**

JAN 0 9 2009

Total amount Due This Invoice **61,750.00**

Account Summary:

Total Expenses	$ 1,770,588.67
Less Retainage	$ (87,750.00)
Prior Payments	$ 1,621,088.67
Amount Currently Outstanding	$ 61,750.00

I, the undersigned, certify that the expenditures reported have been made for Program accomplishments within the approved budget items:

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.

FM 900 25

Project Execution Report for Progress Payments
Fort Bend County Jail Expansion Project
May 13, 2006 Bond Program, Proposition #1

Date: 09 January 2009

Contractor: Carter Goble Lee, LLC

Contract Name: Program Management

Project Name: Fort Bend County Jail Expansion

Payment No: 027 (EOM December, 2008)

Services Provided: Scheduled payment, minus retainage, with expenses, through December 31, 2008, as outlined in contract.

1.	Contract Amount (Base):	USD	2,050,099.00
2.	Amount of Invoice #1636 (Nov. 30, 2008):	USD	65,000.00
3.	Retention (5 %):	USD	(3,250.00)
4.	November 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.	*Remaining Balance this Contract:*	USD	*422,274.11*
9.	*Remaining Reimbursable this Contract*	*USD*	*114,411.33*

Submitted By:

Steven D. Ohm
Project Manager

JAN 09 2009

Distribution:
- Facilities Director
- Document Control (E-Project)
- File

11E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice #'s: 088735, 088755, 088773, and 088774, in an amount not to exceed $130,308.75 from Rosser International Inc. for the Jail Expansion.

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

List Supporting Documents Attached: Invoices

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 **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

Project Execution Report for Progress Payments

Date: 07 January, 2009

JAN 0 9 2009

Contractor: Rosser International, Inc.

Contract: Rosser Project #7026.00

Job Name: Fort Bend County Jail Expansion

Progress Payment: 022

Percent Complete: Schematic (15%) 100 % Design Development (25%) 100 %
Construction Documents (35%) 99.66 % Construction Administration (25%) 61.28 %

Services Provided: Given the current percentage of work completed, the following is submitted for payment:

Amount of Contract (Base):	USD	3,645,000.00
Additional Services	USD	121,455.00
Amount of Contract with Additional Services Added	USD	3,766,455.00
Amount of Invoice #1 (088459)	USD	328,050.00
Amount of Invoice #2 (088470)	USD	207,765.00
Amount of Invoice #3 (088490)	USD	238,747.50
Amount of Invoice #4 (088498)	USD	252,199.50
Amount of Invoice #5 (088524)	USD	407,545.50
Amount of Invoice #6 (088531)	USD	355,569.75
Amount of Invoice #7 (088540)	USD	292,511.25
Amount of Invoice #8 (088551)	USD	258,612.75
Amount of Invoice #9 (088598)	USD	247,308.75
Amount of Invoice #10 (088599)	USD	244,246.94
Amount of Invoice #11 (088600)	USD	62,876.25
Amount of Invoice #12 (088612)	USD	62,876.25
Amount of Invoice #13 (088629)	USD	41,553.00
Amount of Invoice #14 (088644)	USD	41,006.25
Amount of Invoice #15 (088665)	USD	35,538.75
Additional Services Invoice #16 (088664)	USD	110,618.00
Amount of Invoice #17 (088675)	USD	35,447.63
Amount of Invoice #18 (088687)	USD	33,807.37
Amount of Invoice #19 (088702)	USD	35,538.75

Amount of Invoice #20 (088709)	USD	35,538.75
Amount of Invoice #21 (088721)	USD	35,538.75
Amount of Invoice #22 (088735)	**USD**	**35,538.75**
Subtotal	**USD**	**35,538.75**
Reimbursables	USD	0.00
Retention (none, per agreement)	USD	0.00
Total to be paid this invoice	**USD**	**35,538.75**
Remaining Balance this Contract:	USD	368,019.56

Submitted By:

Steven D. Ohm
Project Manager

FM19624

ROSSER

AS PER ORIGINAL

ROSSER JUSTICE SYSTEMS

A division of Rosser International, Inc.

INVOICE

PO # PCC472534
R # 479062

Invoice Number 088735

Fort Bend County
Facilities Management and Planning
1402 Band Road, Suite 100
Rosenberg, Texas 77469

INVOICE DATE Aug-30-08

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered 8/01/2008-8/31/2008

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	65.60%	597,780.00	562,241.25	35,538.75	
Construction Administration Invoice Correction		**-4.32%**	**-39,375.00**	**-39,375.00**		
		61.28%	**558,405.00**	**522,866.25**		
(Must add CA correction line to regular CA to get correct percentage)						
Total Fees	**3,645,000.00**	**90.20%**	**3,287,817.45**	**3,252,278.70**	**35,538.75**	**35,538.75**
Reimbursable Expenses NTE $39,000.00						
Travel / Meals						
Reproduction / Photography						
Phone / Fax						
Courier / Postage						
Other						
Total Reimbursables						

TOTAL DUE THIS INVOICE **$35,538.75**

Submitted by: Scott Lewis FOR
William H. Golson Jr, AIA Project Manager

SEP 30 2008

Rosser International
Attn: Accounts Receivable
524 West Peachtree Street NW
Atlanta, GA 30308-3512

Please remit payment to: Rosser International, Inc. • PO B
TERMS ARE NET 30 DAYS; DELINQUENT INVOICES ARE SUBJEC
Direct any questions about this invoice to: 524 West Peachtree Str

PM2.2041

AS PER ORIGINAL

ROSSER

ROSSER JUSTICE SYSTEMS

A division of Rosser International, Inc.

INVOICE

PO# PO0472834
R# 47903

Invoice Number 088755

Fort Bend County
Facilities Management and Planning
1402 Band Road, Suite 100
Rosenberg, Texas 77469

INVOICE DATE Sep-30-08

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered 9/01/2008-9/30/2008

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	69.11%	629,783.10	597,780.00	32,003.10	
Construction Administration Invoice Correction		**-4.32%**	**-39,375.00**	**-39,375.00**		
		64.79%	**590,408.10**	**558,405.00**		
(Must add CA correction line to regular CA to get correct percentage)						
Total Fees	**3,645,000.00**	**91.08%**	**3,319,820.55**	**3,287,817.45**	**32,003.10**	**32,003.10**
Reimbursable Expenses NTE $39,000.00						
Travel / Meals						
Reproduction / Photography						
Phone / Fax						
Courier / Postage						
Other						
Total Reimbursables						

TOTAL DUE THIS INVOICE $32,003.10

Submitted by: FOR WG.

William H. Golson Jr, AIA Project Manager

Please remit payment to: Rosser International, Inc. • PO B

TERMS ARE NET 30 DAYS; DELINQUENT INVOICES ARE SUBJEC

Direct any questions about this invoice to: 524 West Peachtree Str

Rosser Inter
Atla
524 W
Atlanta, GA 30308-3512

Project Execution Report for Progress Payments

Date: 07 January, 2009
Contractor: Rosser International, Inc.
Contract: Rosser Project #7026.00
Job Name: Fort Bend County Jail Expansion
Progress Payment: 023
Percent Complete: Schematic (15%) 100 % Design Development (25%) 100 %
Construction Documents (35%) 99.66 % Construction Administration (25%) 64.79 %
Services Provided: Given the current percentage of work completed, the following is submitted for payment:

Amount of Contract (Base):	USD	3,645,000.00
Additional Services	USD	121,455.00
Amount of Contract with Additional Services Added	USD	3,766,455.00
Amount of Invoice #1 (088459)	USD	328,050.00
Amount of Invoice #2 (088470)	USD	207,765.00
Amount of Invoice #3 (088490)	USD	238,747.50
Amount of Invoice #4 (088498)	USD	252,199.50
Amount of Invoice #5 (088524)	USD	407,545.50
Amount of Invoice #6 (088531)	USD	355,569.75
Amount of Invoice #7 (088540)	USD	292,511.25
Amount of Invoice #8 (088551)	USD	258,612.75
Amount of Invoice #9 (088598)	USD	247,308.75
Amount of Invoice #10 (088599)	USD	244,246.94
Amount of Invoice #11 (088600)	USD	62,876.25
Amount of Invoice #12 (088612)	USD	62,876.25
Amount of Invoice #13 (088629)	USD	41,553.00
Amount of Invoice #14 (088644)	USD	41,006.25
Amount of Invoice #15 (088665)	USD	35,538.75
Additional Services Invoice #16 (088664)	USD	110,618.00
Amount of Invoice #17 (088675)	USD	35,447.63
Amount of Invoice #18 (088687)	USD	33,807.37
Amount of Invoice #19 (088702)	USD	35,538.75

JAN 09 2009

Carter Goble Lee, LLC • Carter Goble Associates, Inc. • CGL Engineering, Inc. • CGL Facilities Services, Inc.
11790 Northfall Lane, Suite 403 • Alpharetta, GA 30004 • Ph: 770.716.0081 • Fax: 678.990.1919 • www.cartergoblelee.com

Amount of Invoice #20 (088709).....	USD	35,538.75
Amount of Invoice #21 (088721).....	USD	35,538.75
Amount of Invoice #22 (088735).....	USD	35,538.75
Amount of Invoice #23 (088755).....	**USD**	**32,003.10** ✓
Subtotal.....	**USD**	**32,003.10**
Reimbursables.....	USD	0.00
Retention (none, per agreement).....	USD	0.00
Total to be paid this Invoice	**USD**	**32,003.10**
Remaining Balance this Contract:	USD	336,016.46✓

Submitted By:

Steven D. Ohm
Project Manager

AS PER ORIGINAL

ROSSER

ROSSER JUSTICE SYSTEMS

A division of Rosser International, Inc.

INVOICE

Invoice Number 088773

Fort Bend County
Facilities Management and Planning
1402 Band Road, Suite 100
Rosenberg, Texas 77469

INVOICE DATE Nov-30-08

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered 10/01/2008-10/30/2008

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	72.50%	660,656.25	629,783.10	30,873.15	
Construction Administration Invoice Correction		**-4.32%**	**-39,375.00**	**-39,375.00**		
		68.18%	**621,281.25**	**590,408.10**		
(Must add CA correction line to regular CA to get correct percentage)						
Total Fees	**3,645,000.00**	**91.93%**	**3,350,693.70**	**3,319,820.55**	**30,873.15**	**30,873.15**
Reimbursable Expenses NTE $39,000.00						
Travel / Meals						
Reproduction / Photography						
Phone / Fax						
Courier / Postage						
Other						
Total Reimbursables						

TOTAL DUE THIS INVOICE **$30,873.15**

Submitted by: Scott Emerson Project Manager

Please remit payment to: Rosser International, Inc. • PO Box

TERMS ARE NET 30 DAYS; DELINQUENT INVOICES ARE SUBJECT T

Direct any questions about this invoice to: 524 West Peachtree Street

Rosser International
Attn: Accounts Receivable
524 West Peachtree Street NW
Atlanta, GA 30308-3512

Project Execution Report for Progress Payments

Date: 07 January, 2009
Contractor: Rosser International, Inc.
Contract: Rosser Project #7026.00
Job Name: Fort Bend County Jail Expansion
Progress Payment: 024
Percent Complete: Schematic (15%) 100 % Design Development (25%) 100 %
Construction Documents (35%) 99.66 % Construction Administration (25%) 68.18 %
Services Provided: Given the current percentage of work completed, the following is submitted for payment:

Amount of Contract (Base):	USD	3,645,000.00
Additional Services	USD	121,455.00
Amount of Contract with Additional Services Added	USD	3,766,455.00
Amount of Invoice #1 (088459)	USD	328,050.00
Amount of Invoice #2 (088470)	USD	207,765.00
Amount of Invoice #3 (088490)	USD	238,747.50
Amount of Invoice #4 (088498)	USD	252,199.50
Amount of Invoice #5 (088524)	USD	407,545.50
Amount of Invoice #6 (088531)	USD	355,569.75
Amount of Invoice #7 (088540)	USD	292,511.25
Amount of Invoice #8 (088551)	USD	258,612.75
Amount of Invoice #9 (088598)	USD	247,308.75
Amount of Invoice #10 (088599)	USD	244,246.94
Amount of Invoice #11 (088600)	USD	62,876.25
Amount of Invoice #12 (088612)	USD	62,876.25
Amount of Invoice #13 (088629)	USD	41,553.00
Amount of Invoice #14 (088644)	USD	41,006.25
Amount of Invoice #15 (088665)	USD	35,538.75
Additional Services Invoice #16 (088664)	USD	110,618.00
Amount of Invoice #17 (088675)	USD	35,447.63
Amount of Invoice #18 (088687)	USD	33,807.37
Amount of Invoice #19 (088702)	USD	35,538.75

Carter Goble Lee, LLC » Carter Goble Associates, Inc. » CGL Engineering, Inc. » CGL Facilities Services, Inc.
11790 Northfall Lane, Suite 403 » Alpharetta, GA 30004 » Ph: 770.716.0081 » Fax: 678.990.1919 » www.cartergoblelee.com

Amount of Invoice #20 (088709).....	USD	35,538.75
Amount of Invoice #21 (088721).....	USD	35,538.75
Amount of Invoice #22 (088735).....	USD	35,538.75
Amount of Invoice #23 (088755).....	USD	32,003.10
Amount of Invoice #24 (088773).....	**USD**	**30,873.15**
Subtotal.....	**USD**	**30,873.15**
Reimbursables.....	USD	0.00
Retention (none, per agreement).....	USD	0.00
Total to be paid this invoice	**USD**	**30,873.15**
Remaining Balance this Contract:	USD	305,143.31

Submitted By:

Steven D. Ohm
Project Manager

AM 2207

AS PER ORIGINAL

ROSSER

ROSSER JUSTICE SYSTEMS

A division of Rosser International, Inc.

INVOICE

Invoice Number 088774

Fort Bend County
Facilities Management and Planning
1402 Band Road, Suite 100
Rosenberg, Texas 77469

PC # 1200472834
R # 47905

INVOICE DATE Nov-30-08

PROJECT NO. 7026.00

Attn: Donald G. Brady, Director

Re: Fort Bend County Jail Expansion

Professional Services Rendered 11/01/2008-11/30/2008

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	76.00%	692,550.00	660,656.25	31,893.75	
Construction Administration Invoice Correction		-4.32%	-39,375.00	-39,375.00		
		71.68%	653,175.00	621,281.25		
(Must add CA correction line to regular CA to get correct percentage)						
Total Fees	3,645,000.00	92.80%	3,382,587.45	3,350,693.70	31,893.75	31,893.75
Reimbursable Expenses NTE $39,000.00						
Travel / Meals						
Reproduction / Photography						
Phone / Fax						
Courier / Postage						
Other						
Total Reimbursables						

TOTAL DUE THIS INVOICE **$31,893.75**

Submitted by: Scott Emerson Project Manager

Please remit payment to: Rosser International, Inc. • PO Box
TERMS ARE NET 30 DAYS; DELINQUENT INVOICES ARE SUBJECT T
Direct any questions about this invoice to: 524 West Peachtree Street

Rosser International
Attn: Accounts Receivable
524 West Peachtree Street NW
Atlanta, GA 30308-3512

Project Execution Report for Progress Payments

Date: 07 January, 2009
Contractor: Rosser International, Inc.
Contract: Rosser Project #7026.00
Job Name: Fort Bend County Jail Expansion
Progress Payment: 025
Percent Complete: Schematic (15%) 100 % Design Development (25%) 100 %
Construction Documents (35%) 99.66 % Construction Administration (25%) 71.68 %
Services Provided: Given the current percentage of work completed, the following is submitted for payment:

Amount of Contract (Base):	USD	3,645,000.00
Additional Services	USD	121,455.00
Amount of Contract with Additional Services Added	USD	3,766,455.00
Amount of Invoice #1 (088459)	USD	328,050.00
Amount of Invoice #2 (088470)	USD	207,765.00
Amount of Invoice #3 (088490)	USD	238,747.50
Amount of Invoice #4 (088498)	USD	252,199.50
Amount of Invoice #5 (088524)	USD	407,545.50
Amount of Invoice #6 (088531)	USD	355,569.75
Amount of Invoice #7 (088540)	USD	292,511.25
Amount of Invoice #8 (088551)	USD	258,612.75
Amount of Invoice #9 (088598)	USD	247,308.75
Amount of Invoice #10 (088599)	USD	244,246.94
Amount of Invoice #11 (088600)	USD	62,876.25
Amount of Invoice #12 (088612)	USD	62,876.25
Amount of Invoice #13 (088629)	USD	41,553.00
Amount of Invoice #14 (088644)	USD	41,006.25
Amount of Invoice #15 (088665)	USD	35,538.75
Additional Services Invoice #16 (088664)	USD	110,618.00
Amount of Invoice #17 (088675)	USD	35,447.63
Amount of Invoice #18 (088687)	USD	33,807.37
Amount of Invoice #19 (088702)	USD	35,538.75

Amount of Invoice #20 (088709)	USD	35,538.75
Amount of Invoice #21 (088721)	USD	35,538.75
Amount of Invoice #22 (088735)	USD	35,538.75
Amount of Invoice #23 (088755)	USD	32,003.10
Amount of Invoice #24 (088773)	USD	30,873.15
Amount of Invoice #25 (088774)	**USD**	**31,893.75**
Subtotal	**USD**	**31,893.75**
Reimbursables	USD	0.00
Retention (none, per agreement)	USD	0.00
Total to be paid this invoice	**USD**	**31,893.75** ✓
Remaining Balance this Contract:	USD	273,249.56 ✓

Submitted By:

Steven D. Ohm
Project Manager

11 F

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009
Court Agenda Date: January 27, 2009

Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 736, in the amount of $5,250.00, from Butch's Waterproofing L.P. for window repairs to the Jane Long Building

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JANELON

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 **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

FM.96034

Butch's Waterproofing L.P.
P.O. Box 41792
Houston, TX 77241-1792

(713) 462-0786

Invoice: 1736

011309 1

681

Facilities

Sold to

Fort Bend County Auditor
301 Jackson Street
Richmond, TX 77469

PO # 24082
R # 47906

Ship to

Fort Bend/Window - 10 Bays

ccount	P.O. Num	Ship Via	Ship Date	Terms	Invoice Date	Page
BENDC	24082	P.O. Not released		Net 30	12/15/08	1

em	Quantity	Description	Unit Price	Extended Price
ORT BEND/WINDO	1	Cut out perimeter sealant and replace. Wet seal glass to metal to keep water from getting into window system.	5250.00	5,250.00*

Dan

1/8/09

RECEIVED
DEC 18 2008
COUNTY AUDITOR

* means item is non-taxable

Subtotal 5,250.00

Total $5,250.00

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009
Court Agenda Date: January 27, 2009
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 13711424 and # 13711844, in an amount not to exceed $23,301.15, from Motorola for FF&E costs associated with the Jail Expansion.

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

List Supporting Documents Attached: Invoices

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
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☒	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

FM 90[illegible]

MOTOROLA

INVOICE

1307 E. Algonquin Rd Schaumburg, IL 60196

Visit our web site at: www.motorola.com

PO # 25261
RF 47958

TOTAL INVOICE AMOUNT:	$20,220.00
MOTOROLA INVOICE NUMBER:	13711424
INVOICE DATE:	12/18/2008
PAYMENT DUE:	01/17/2009
CUSTOMER ACCOUNT NUMBER:	1011423762 0003
PURCHASE ORDER DATE:	12/15/2008
YOUR P.O. #:	25261

557

BILL TO FORT BEND COUNTY SHERIFF

301 JACKSON
RICHMOND, TX 77469

SHIP TO FACILITIES AND PLANNING
Ben Zotyka 7840973
1402 BAND RD STE 100
ROSENBERG, TX 77471

For questions concerning this invoice please contact Motorola at: 1-888-567-7347

00035-00020-00018

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Federal Tax Id: 36-1115800

Sales Order Number: 0621024180129

Ultimate Destination: FACILITIES AND PLANNING, 1402 BAND RD STE 100, ROSENBERG, TX 77471

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
1	H66UCD9PW5BN	15	ASTRO DIGITAL XTS1500 MODEL 1.5 764-870MHZ 1-3W 96 SERIAL NUMBERS 687CJZ4402 through 687CJZ4416	600.00	9,000.00 ✓
1a	Q575BJ	15	ENH: TRUNKING 3600 BAUD	664.00	9,960.00 ✓
1b	H885BK	15	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	84.00	1,260.00 ✓
			SUBTOTAL		20,220.00
			Carrier: United Parcel Service		
			PLEASE PAY THIS AMOUNT (PAYMENT DUE: 01/17/2009)		20,220.00

JAN 0 5 2009

Detach here and return bottom portion with your payment. IM1A

Payment Coupon

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
13711424	1011423762 0003	01/17/2009

Invoice Total	Amount Paid
$20,220.00	20,220.00

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

FORT BEND COUNTY SHERIFF

301 JACKSON
RICHMOND, TX 77469

Send Payment To:

MOTOROLA

P.O. BOX 404059
ATLANTA, GA 30384-4059

0103070101040204 1011423762 0003 0000 121808 0002022000 07

FM 2226

MOTOROLA

Packing Slip

MOTOROLA INC
1307 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60196 US
Phone : 1-800-247-2346

Delivery No	Purchase Order		Ship Complete
8314251	25261		
SO Number	**Item Count**	**Order Type**	**Ship Partial**
13617171	6	SCH-COF	X
Time Printed	**Customer Reference**		***Ship Early***
02:09:02	0621024180129		X
Date Printed	**Terms Of Sale**		**Shipper**
18-DEC-08	NET 30		UPS
Carrier Requested		**Terms Of Shipment**	
Best Way Surface		CPT- Carriage Paid	

Ship To
FORT BEND COUNTY SHERIFF
FACILITIES AND PLANNING
1402 BAND RD STE 100
ROSENBERG, TX 77471
US

Ultimate Ship To
FORT BEND COUNTY SHERIFF
FACILITIES AND PLANNING
1402 BAND RD STE 100
ROSENBERG, TX 77471
US

Contact	Phone	Sold To	Line(s)	Page
Ben Zotyka 7840973	832-657-5086	FORT BEND COUNTY SHERIFF		1 / 1

Shipping Instructions
0621024180129

Your PO #	Your Line #	Your Item #	Motorola Order #	Mot Line#	Mot Item #	Description	Order Qty	Ship Qty	Previous Ship Qty	Qty Open
25261	001		0621024180129	1	H66UCD9PW5BN	XTS1500 MODEL I.5 7/800 MHZ	15	15	0	0
25261	001		0621024180129	1 A	Q575BJ	ENH: TRUNKING 3600 BAUD SOFTWARE	15	15	0	0
25261	001		0621024180129	1 B	H885BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE	15	15	0	0
25261	001		0621024180129	1 C	Q792KL	INT: XTS1500 7/800MHZ M 1.5 TANAPA	15	15	0	0
25261	001		0621024180129	1 D	Q360CL	INT: FCC LBL XTS1500 7/800	15	15	0	0
25261	001		0621024180129	1 E	QA00542AA	INT: SPARE KNOB KIT	15	15	0	0
25261	001		0621024180129	1 F	Q424AA	INT: RSM ADAPTER	15	15	0	0
25261	001		0621024180129	1 G	QA00464AA	INT: DUSTCOVER ASSY CONNECTOR	15	15	0	0
25261	001		0621024180129	1 H	H88AM	INT: CD USER GUIDE	15	15	0	0
25261	001		0621024180129	1 I	Q697AA	INT:BELT CLIP	15	15	0	0
25261	001		0621024180129	1 J	Q694AA	INT:BATT STD	15	15	0	0
25261	001		0621024180129	1 K	H124DN	INT: ANTENNA 800MHZ STANDARD (NAF50	15	15	0	0
25261	001		0621024180129	1 L	QA00081AY	INT: BLANK LABEL	15	15	0	0
25261	001		0621024180129	1 M	H842AL	ADD:SPCL PKG	15	15	0	0

✓ ***Serial Number(s)***

687CJZ4402, 687CJZ4403, 687CJZ4404, 687CJZ4405, 687CJZ4406, 687CJZ4407, 687CJZ4408, 687CJZ4409, 687CJZ4410, 687CJZ4411, 687CJZ4412, 687CJZ4413, 687CJZ4414, 687CJZ4415, 687CJZ4416

Container (LPN) Number(s)

42880345, 42881171

DEC 9 9 2008

Received 12/23/08
D. Gran

Number of Pieces	Number Of LPN	Total Weight (lbs)	Total Volume (cu in)	Tracking Number	Date Shipped
2	2	38.0	7,392	1Z6142870390796131, 1Z6142870392486356	18-DEC-08

FM90[illegible]

MOTOROLA

INVOICE

1307 E. Algonquin Rd Schaumburg, IL 60196

Visit our web site at: www.motorola.com

PO 25261
R# 479559

TOTAL INVOICE AMOUNT:	$3,081.15
MOTOROLA INVOICE NUMBER:	13711844
INVOICE DATE:	12/19/2008
PAYMENT DUE:	01/18/2009
CUSTOMER ACCOUNT NUMBER:	1011423762 0003
PURCHASE ORDER DATE:	12/15/2008
YOUR P.O. #:	25261

603

BILL TO FORT BEND COUNTY SHERIFF

301 JACKSON
RICHMOND, TX 77469

SHIP TO FACILITIES AND PLANNING
Ben Zotyka 7840973
1402 BAND RD STE 100
ROSENBERG, TX 77471

For questions concerning this invoice please contact Motorola at: 1-888-567-7347

00027-00015-00014

Payment Terms: NET 30 DAYS FROM INVOICE DATE Motorola Federal Tax Id: 36-1115800
Sales Order Number: 0621024180129
Ultimate Destination: FACILITIES AND PLANNING, 1402 BAND RD STE 100, ROSENBERG, TX 77471

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
2	NTN1667	5	CHARGER, 110 VOLT, US PLUG	80.00	400.00 ✓
3	WPLN4108 R	2	IMPRES MULTI UNIT CHARGER - 110V US PLUG NON-DISPL	630.40	1,260.80 ✓
4	PMMN4045A	15	REMOTE SPEAKER MIC, NC	77.60	1,164.00 ✓
5	8505241U06	15	806-941 MHZ 1/4 WAVE STUBBY ANTENNA	17.09	256.35 ✓
			SUBTOTAL		3,081.15
			Carrier: ABF		
			PLEASE PAY THIS AMOUNT (PAYMENT DUE: 01/18/2009)		3,081.15

10 Day Rec.

10 b 2009
Acc

Detach here and return bottom portion with your payment. IM1A

Payment Coupon

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
13711844	1011423762 0003	01/18/2009

Invoice Total	Amount Paid
$3,081.15	= 3081 15

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

FORT BEND COUNTY SHERIFF

301 JACKSON
RICHMOND, TX 77469

Send Payment To:

MOTOROLA

P.O. BOX 404059
ATLANTA, GA 30384-4059

0103070101080404 1011423762 0003 0000 121908 0000308115 07

MOTOROLA

PACKING LIST

MOTOROLA INC
2220 GALVIN DRIVE
ELGIN, IL 60124
US
Phone: 1-800-422-4210

Delivery Note Number	Purchase Order		Shipper
8310802	25261		**05665836**
Sales Order Number	Date Printed	Time Printed	Ship Complete
13617371	12/19/2008	17:19:10	
Item Count	Customer Reference		Ship Early ✓
3	FCR-06210241801295		
Carton Count	Terms of Shipment		Order Type
3	CPT- Carriage Paid		DOM-US
Pallets/Over-packs	Carrier		Page
N/A	UPS-UPS GROUND		1 / 1

SHIP TO
FACILITIES AND PLANNING
1402 BAND RD STE 100
Ben Zotyka 7840973
ROSENBERG, TX 77471
US

ULTIMATE SHIP TO
FACILITIES AND PLANNING
1402 BAND RD STE 100
ROSENBERG, TX 77471
US

Contact
Ben Zotyka 7840973

Sold To
MOTOROLA RNSG SUB-ORDER CUSTOMER

Shipping Instructions

0621024180129

05665836

Customer Line Number	Motorola Line Number	Part Number	Description	UOM	Quantity Ordered	Quantity Shipped	Quantity Open
0002	1	NTN1667A	CHGR 110V US TRI CHEMISTRY ✓ x5	EA	5	5	0
	CARTON 00000237550176728892						
0003	2	WPLN4108BR	IMPRES MULTI UNIT CHARGER - 110V ✓ x2	EA	2	2	0
	CARTONS 00000237550176656560, 00000237550176694234						
0005	4	8505241U06	ANT WHIP 700/800/900 STUBBY ✓ x15	EA	15	15	0
	CARTON 00000237550176728892						
	Items listed below are waiting to ship						
	3	PMMN4045A	REMOTE SPEAKER MIC, NC ✓ x15		15	01-16-2009	

END OF DELIVERY

JAN 02 2009

11 H

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 21, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoices: 44179, 44257, 44254, and 44327, in an amount not to exceed $16,976.50, from Paradigm for Materials Testing on the Sienna Library.

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

List Supporting Documents Attached: Invoices

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06SIENNAL

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
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☒	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

FM 3471

PARADIGM

Paradigm Consultants, Inc.
2501 Central Parkway, Suite A3
Houston, Texas 77092
Ph: 713-686-6771 / Fax: 713-686-6795
www.paradigmconsultants.com
Tax ID No. 76-0466850

PO # 21396
RI # 48222

Donald Brady
Fort Bend County
301 Jackson
Richmond, TX 77469

December 8, 2008
Project No: 08-1102
Invoice No: 44179
Project Manager: Umesh Bachu

Project 08-1102 Sienna Ft. Bend County Library

Purchase Order No. 21396

Professional Services from November 26, 2008 to December 8, 2008

Geotechnical Services

Total Fee	6,000.00			
Percent Complete	65.00	Total Earned	3,900.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	3,900.00	
		Total Fee		**3,900.00**
		Current Total Now Due >>>		**$3,900.00**

DEC 15 2008

PLEASE REMIT PAYMENTS TO:
PARADIGM CONSULTANTS INC
2501 CENTRAL PARKWAY SUITE A3
HOUSTON TEXAS 77092

To comment on our services, go to: http://www.paradigmconsultants.com/content.asp?secnum=168

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

Fm 90002

PARADIGM

Paradigm Consultants, Inc.
2501 Central Parkway, Suite A3
Houston, Texas 77092
Ph: 713-686-6771 / Fax: 713-686-6795
www.paradigmconsultants.com
Tax ID No. 76-0466850

Donald Brady
Fort Bend County
301 Jackson
Richmond, TX 77469

December 29, 2008
Project No: 08-1102
Invoice No: 44257
Project Manager: Umesh Bachu

Project 08-1102 Sienna Ft. Bend County Library

Purchase Order No. 21396

Professional Services from December 9, 2008 to December 29, 2008

Geotechnical Services

Total Fee	6,000.00			
Percent Complete	100.00	Total Earned	6,000.00	
		Previous Fee Billing	3,900.00	
		Current Fee Billing	2,100.00	
		Total Fee		**2,100.00**
		Current Total Now Due >>>		**$2,100.00**

PLEASE REMIT PAYMENTS TO:
PARADIGM CONSULTANTS INC
2501 CENTRAL PARKWAY SUITE A3
HOUSTON TEXAS 77092

To comment on our services, go to: http://www.paradigmconsultants.com/content.asp?secnum=168

JAN 0 2 2009

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PARADIGM

Paradigm Consultants, Inc.
2501 Central Parkway, Suite A3
Houston, Texas 77092
Ph: 713-686-6771 / Fax: 713-686-6795
www.paradigmconsultants.com
Tax ID No. 76-0466850

Donald Brady
Fort Bend County
Facilities Management & Planning
1402 Band Road
Suite 100
Rosenberg, TX 77471

December 18, 2008
Project No: 08-3128
Invoice No: 44254
Project Manager: John Pearson

Project 08-3128 Fort Bend County Libraries - Sienna Plantation Branch
SOQ#07-028 & 07-033
Professional Services from October 27, 2008 to November 30, 2008

Fee	**7,569.00**
Current Total Now Due >>>	**$7,569.00**

PLEASE REMIT PAYMENTS TO:
PARADIGM CONSULTANTS INC
2501 CENTRAL PARKWAY SUITE A3
HOUSTON TEXAS 77092

To comment on our services, go to: http://www.paradigmconsultants.com/content.asp?secnum=168

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Project: Sienna Branch Library
Project No.: 08-3128
Project Manager: JDP
Billing Period: Nov. 2008
Fee Schedule FBC Jail 2007
Approved Budget: $49,070.00

Rpt. No.	Date	Staff	Task	Code	Quantity	Unit	Rate	Billing Description		Task Fee
7	10/27	LI	Densities	1200	1	hour	50.00	Technician	$	50.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
8	10/28	LI	Densities	1200	3	hour	50.00	Technician	$	150.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
9	10/28	LI	Lab	2680	1	each	145.00	Moisture-Density Relation - ASTM D 698 (standard)	$	145.00
			Lab	2602	1	each	44.00	Atterberg Limits - (PI)	$	44.00
			Lab	2607	1	each	45.00	Percent Finer than No. 200 Sieve	$	45.00
10	10/29	YO	Sample P/U @ plant	1200	3	hour	50.00	Technician	$	150.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
			compressives	2693	1	each	140.00	ompressive Strength - Cement Treated Sand / Set of	$	140.00
11	10/29	YO	Lab	2680	1	each	145.00	Moisture-Density Relation - ASTM D 698 (standard)	$	145.00
	11/4	UB	Site visit/Geopier F/U	1004	2.5	hour	150.00	Senior Engineer	$	375.00
12	11/4	YO	Cancellation w/o Notice	1200	4.5	hour	50.00	Technician	$	225.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
	11/5	UB	Analyses and e-mails	1004	1.5	hour	150.00	Senior Engineer	$	225.00
13	11/5	RS	Densities	1200	7.5	hour	50.00	Technician	$	375.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
14	11/6	SG	Densities	1200	7	hour	50.00	Technician	$	350.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
15	11/7	SC	Densities	1200	1	hour	50.00	Technician	$	50.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
	11/9	UB	Drilled shaft/ACIP	1004	1.5	hour	150.00	Senior Engineer	$	225.00
16	11/10	LI	Densities	1200	6	hour	50.00	Technician	$	300.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
	11/12	UB	On site Geopier/Alterns.	1004	3.5	hour	150.00	Senior Engineer	$	525.00
17	11/14	CS	Densities	1200	4.25	hour	50.00	Technician	$	212.50
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
18	11/17	SC	Densities	1200	5	hour	50.00	Technician	$	250.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
19	11/18	SC	Densities	1200	6	hour	50.00	Technician	$	300.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
20	11/19	SC	Densities	1200	5	hour	50.00	Technician	$	250.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
	11/20	UB	Drilled shaft length guide	1004	0.75	hour	150.00	Senior Engineer	$	112.50

Project: Sienna Branch Library
Project No.: 08-3128
Project Manager: JDP
Billing Period: Nov. 2008
Fee Schedule FBC Jail 2007
Approved Budget: $49,070.00

Rpt. No.	Date	Staff	Task	Code	Quantity	Unit	Rate	Billing Description		Task Fee
21	11/20	MD	Densities	1200	7.5	hour	50.00	Technician	$	375.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
22	11/20	SC	Densities	1200	4.5	hour	50.00	Technician	$	225.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
	11/24	UB	Conference call/consult	1004	1	hour	150.00	Senior Engineer	$	150.00
Month			Project Manager	1005	5.5	hour	90.00	Project Manager	$	495.00
								Total Due This Invoice	**$**	**7,569.00**

Project Sign-in Log

SIENNA BRANCH LIBRARY

Date	PCI Rep	Time In	Time Out	Contractor Initials	Report #'s	Notes
10/17/08	TC	8:00 AM	8:30 AM		001	PLL Proctor
10/20/08	BS	2:30pm	3:05pm		002	Proofroll
10-21-08	R.P	4:20	5:15pm		003	Density's / CANCELLED
10-22-08	S.M.	1:35	2:35pm		004	Densities
10/24/08	T.C	7:00	2:34		005	Densities
10-25/8	LI	3:45	5:05		006	Densities.
27 10-26-08	L.I	10:00	10.50	1.0	007	Densities
28 10-27-08	LI	9:00	12:00	3.0	008,009	Densities/PLL Soil
11-04-08	YS	6:30	11:00	4.5	010	TEST PIERS ~~Concrete INFIERS~~
11-04-08	UB	9:15	11:00	1.75	012	TEST PIERS
11-5-08	RFS	7:30	3:00	7.5	013	DENSITIES ELEC PLXT BANK
6NOV08	S.C.	1000	1700	7.0	14	DENS UTILITIES
7 NOV 08	S.C	1330	1430	1.0	15	DENS ELECTRIC
17NOV08	S.C.	1200	1000	6.0	016	Dens Electric / Storm Line
18 NOV 08	S.C.	0900	1500	6.0	017	Dens Electric
19 NOV 08	S.C.	0900	1300	5.0	020	Dens ?
11-20-08	MAD	8:38am	4:04	7.5	021	Den. on CSS
21 Nov 08	S.C.	1000	1430	4.5	022	Dens on Irrigation Lines
12/3/08	R.I	8:15A	8:30A			Slurry P/u
12/4/08	T P	1000am	300		024/025	Gradation / Proc. P/u

(76)

Paradigm Consultants, Inc.
www.paradigmconsultants.com

2501 Central Parkway
Suite A3
Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

Report: 010 ; 011
No.: 12,159

Field Work Order

10/29/2008 06:44 am
Page 1 of 1

Technician: Saucedo, Yoshio
Date/Time Called In: 10/29/2008 06:43 am
Caller:
Client: Fort Bend County
Project: Fort Bend County Libraries - Sienna Plantation Branch

Required Level:
Inspection Date: 10/29/2008
Inspection Time: 08:00 am
Duration:

Project Loc: PM - J. Pearson

Project No: 08-3128
Contact:
Phone: **Fax:** **Cell:** **Alt Cell:**
Location:

Driving Directions:

Comments:

Soil Workorder
Instructions Soil Workorder

010 / 914
011 / 915

Test Results

THIS COLUMN FOR CEMENT STABILIZED SAND AND LIME SLURRY SAMPLES ONLY

Lab No.	Sample Location / Sample Description / Supplier	Truck No. / Ticket No. / Time Batched / Sampled	Standard Proctor (ASTM D 698)	Modified Proctor (ASTM D1557)	Atterberg Limit (PI) (ASTM D 4318) / What is the PI Specification?	Percent Minus No. 200 Sieve (ASTM D 1140)	Lime Determination (PI Method)	Lime Determination (pH Method)	CSS Compressive Strength Cylinders (ASTM 1632)	Cement Content (ASTM D 2901)	CSS Proctor (ASTM D 558)	Cement Content (ASTM D 806)	Cement Content Calibration Curve (ASTM D 2901)	CSS Core Compressive Strength	Moisture Content (ASTM D 2216)	Lime Slurry % Solids
914/915	FBCounty Libraries 2-0 Stabilized Sand	833 / 10/25 8:35 / 8:39	X						X							
	Cal SM #19															

Time Left Office: _____ Time Left Site: _____ Total Hours This Job: _____
Time Arrive Site: _____ Time Arrive Office: _____

Traffic
Wrong Address

Begin Time: 10:45 am / pm | Arrive Time: 8:30 am / pm | Left Time: 5:47 am / pm | End Time: 9:15/15 am / pm | Total Time: 3
Technician: Yoshi | Client P. H. Refused to Sign

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2501 Central Parkway
Suite A3
Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

Report: C16
No.: 12,391

Field Work Order

11/10/2008 09:30 am

Technician: Iturri, Luis
Date/Time Called In: 11/07/2008 03:50 pm
Caller:
Client: Fort Bend County
Project: Fort Bend County Libraries - Sienna Plantation Branch

Required Level:
Inspection Date: 11/10/2008
Inspection Time: 10:00 am
Duration:

Project Loc: PM - J. Pearson

Project No: 08-3128
Contact:
Phone: **Fax:** **Cell:** **Alt Cell:**
Location:

Driving Directions:

Comments:

Densities

Instructions: Densities

Mat'l No.	Source	Description	Max. Dry Dens, pcf	Opt. Moist, %	Test Method	Report Number
1	Gulf Coast Stabilized M	CSS 2.0 Sack Plant #9	110.7	12.3	D-698	010
2						
3						

Project Specifications - Compaction, % 95%. Moisture, %
Gauge Make & Model: CPN Std. Moisture / Density: DS 32933 MS 10836
Serial Number: 2869 Moisture Factor: DK1= 0.99 MK1= 1.02

Test No.	Location	D Count / M Count	Elev / Lift	Probe Depth, in.	Mat'l. #	Moisture %	Moist Correction	Wet Density, pcf	Dry Density, pcf	Comp. %	Meets Spec Y / N
1		68437 / 2787	1	6	1	10.1		108.7	98.7	89.2	NO
2	See Daily	66570 / 2980	1	6	1	11.1		110.5	99.4	89.7	NO
3	For Locations	67497 / 2993	1	6	1	11.2		109.9	98.8	89.2	NO
4		69320 / 2107	1	6	1	12.2		107.7	96.0	86.7	NO
5		70401 / 2710	1	6	1	10.1		106.9	97.1	87.7	NO
6		74330 / 2841	1	6	1	11.2		103.5	93.0	84.0	NO
7	1A Retest	58683	1	6	1	10.6		118.2	106.9	96.5	Yes
8	2A ReTest	59466 / 3247	1	6	1	11.8		117.4	105.0	95.0	Yes

Remarks:

Begin Time: 9:00 am / pm Arrive Time: 10:00 am / pm Left Time: 4:00 am / pm End Time: 5:30 am / pm Total Time: 8.5
Technician: Luis Iturri Client Fred Hall 11/10/08

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Suite A3
Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

Report: 016
No.: 12,391

Field Work Order

11/10/2008 09:30

Technician: Iturri, Luis
Date/Time Called In: 11/07/2008 03:50 pm
Caller:
Client: Fort Bend County
Project: Fort Bend County Libraries - Sienna Plantation Branch

Required Level:
Inspection Date: 11/10/2008
Inspection Time: 10:00 am
Duration:

Project Loc: PM - J. Pearson

Project No: 08-3128
Contact:
Phone: **Fax:** **Cell:** **Alt Cell:**
Location:

Driving Directions:

Comments:

Densities

Instructions: Densities

Mat'l No.	Source	Description	Max. Dry Dens, pcf	Opt. Moist, %	Test Method	Report Number
1						
2						
3						

Project Specifications - Compaction, % _____ Moisture, % _____
Gauge Make & Model: _____ Std. Moisture / Density: _____
Serial Number: _____ Moisture Factor: _____

Test No.	Location	D Count / M Count	Elev / Lift	Probe Depth, in.	Mat'l. #	Moisture %	Moist Correction	Wet Density, pcf	Dry Density, pcf	Comp. %	Meets Spec Y / N
9	3A R Test	53124 / 3465	1	6	1	12.2		124.1	110.6	99.9	Yes
10	4A R Test	51976 / 3412	1	6	1	11.8		125.4	112.2	100+	Yes
11	5A R Test	53948 / 3549	1	6	1	12.7		123.2	109.3	98.7	Yes
12	6A R Test	54529 / 3480	1	6	1	12.3		122.6	109.2	98.6	Yes

Remarks: _____

Begin Time:	am / pm	Arrive Time:	am / pm	Left Time:	am / pm	End Time:	am / pm	Total Time:
Technician:				Client				

AS PER ORIGINAL

radigm Consultants, Inc.
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Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

August 18, 20
ADM-1

DAILY FIELD ACTIVITY

Project: Fort Bend county Library Project No: 08-3128

Client: Fort Bend county Report No: 016 Page 1 of

Contractor: _____ Date: 11-10-08

As requested, a Paradigm Consultants, Inc., technician

1. 25' Going To Junction Box From 24" inlet NE of Bldg
2. 75' Going To Junction Box From 24" inlet NE of Bldg.
3. 20' Going To Junction Box From 24" inlet E. of Bldg
4. 80' Going To Junction Box From 24" inlet E. of Bldg.
5. 15' Going To Junction Box From 4" PVC. Irrigation Sleve NE of Bldg.
6. 20' Going To Junction Box From 4" PVC Irrigation Sleve SE of Bldg

Begin: 9:00 am / pm	Arrive site: 10:00 am / pm	Left site: am / pm	End: am / pm	Total Time:
Technician: Luis Iturri		Client Signature:		

Our letters and reports are for the exclusive use of the CLIENT. This document shall not be reproduced, except in full, without our prior written approval.
Our letters and reports apply only to the material(s) tested and/or inspected and are not necessarily indicative of the quality of apparently identical material(s)

Paradigm Consultants, Inc.
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2501 Central Parkway
Suite A3
Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

Report: 017
No.: 12,449

Field Work Order

11/14/2008 08:56 a
Page 1 o

Technician: Schaffer, Chad
Date/Time Called In: 11/14/2008 08:54 am
Caller:
Client: Fort Bend County
Project: Fort Bend County Libraries - Sienna Plantation Branch
Required Level:
Inspection Date: 11/14/2008
Inspection Time: 12:00 pm
Duration:

Project Loc: PM - J. Pearson

Project No: 08-3128
Contact:
Phone: **Fax:** **Cell:** **Alt Cell:**
Location:

Driving Directions:

Comments:

Densities

Instructions: Densities

Mat'l No.	Source	Description	Max. Dry Dens, pcf	Opt. Moist, %	Test Method	Report Number
1	Gulf Coast Mat. #19	2.0 sack Cement Treated Sub.	110.7	12.3	D698	010
2						
3						

Project Specifications - Compaction, % 95% Moisture, % N/A
Gauge Make & Model: MC-1DR-P Std. Moisture / Density: 10688/34732
Serial Number: 2688 Moisture Factor: N/A

Test No.	Location	D Count / M Count	Elev / Lift	Probe Depth, in.	Mat'l. #	Moisture %	Moist Correction	Wet Density, pcf	Dry Density, pcf	Comp. %	Meets Spec Y / N
	Parking Lot Elec. Lines										
1	From Inlet #13 30'N/45'W	35583 / 4957	1/Final	8"	1	19.7		124.4	103.8	94	N
2	From Inlet #13 75'W/15'N	38303 / 6154				21.6		120.8	99.3	90	N
3	From Inlet #13 75'W/15'S	38943 / 4779				19.6		119.9	100.3	91	N
4	From Inlet #13 90'N/45'W	36862 / 5205				21.4		123.0	101.3	92	N
5	From Inlet #13 90'N/105'W	32478 / 4941				18.8		128.9	108.4	98	Y
6	From Inlet #12 30'N/45'W	33767 / 5271				21.0		126.9	104.8	95	Y
7	From Inlet #12 30'N/105'W	33121 / 5445				21.8		127.9	104.9	95	Y
8	From Inlet #12 90'N/45'W	32388 / 5505	↓	↓	↓	21.9		128.9	105.7	96	Y

Remarks:

David →

Begin Time: 10:30 am / pm Arrive Time: 11:30 am / pm Left Time: 3:45 am / pm End Time: 5:30 am / pm Total Time: 7

Technician: Chad Schaffer Client

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Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

Report: 017
No.: 12,449

Field Work Order

11/14/2008 08:56 a
Page 1 of

Technician: Schaffer, Chad
Date/Time Called In: 11/14/2008 08:54 am
Caller:
Client: Fort Bend County
Project: Fort Bend County Libraries - Sienna Plantation Branch

Required Level:
Inspection Date: 11/14/2008
Inspection Time: 12:00 pm
Duration:

Project Loc: PM - J. Pearson

Project No: 08-3128
Contact:
Phone: **Fax:** **Cell:** **Alt Cell:**
Location:

Driving Directions:

Comments:

Densities

Instructions: Densities

Mat'l No.	Source	Description	Max. Dry Dens, pcf	Opt. Moist, %	Test Method	Report Number
1	Gulf Coast Mat. #19	2.0sack Cement Treated Sand.	110.7	12.3	D698	010
2						
3						

Project Specifications - Compaction, % 95% Moisture, % N/A
Gauge Make & Model: MC-1DR-P Std. Moisture / Density: 10688/34732
Serial Number: 2688 Moisture Factor: N/A

Test No.	Location	D Count / M Count	Elev / Lift	Probe Depth, in.	Mat'l. #	Moisture %	Moist Correction	Wet Density, pcf	Dry Density, pcf	Comp. %	Meets Spec Y / N
1A	Retest #1	34373 / 4913	1/Final	8"	1	19.2		126.1	105.7	96	Y
2A	Retest #2	36152 / 4485				17.2		123.6	105.4	95	Y
3A	Retest #3	36774 / 4572				17.2		124.1	105.6	95	Y
4A	Retest #4	33478 / 4846				18.6		127.3	107.4	97	Y

Remarks:

Begin Time:	am / pm	Arrive Time:	am / pm	Left Time:	am / pm	End Time:	am / pm	Total Time:
Technician:				Client				

FM900441

PARADIGM

Paradigm Consultants, Inc.
2501 Central Parkway, Suite A3
Houston, Texas 77092
Ph: 713-686-6771 / Fax: 713-686-6795
www.paradigmconsultants.com
Tax ID No. 76-0466850

PO # 21396
R # 48225

Donald Brady
Fort Bend County
Facilities Management & Planning
1402 Band Road
Suite 100
Rosenberg, TX 77471

January 13, 2009
Project No: 08-3128
Invoice No: 44327
Project Manager: John Pearson

Project 08-3128 Fort Bend County Libraries - Sienna Plantation Branch

SOQ#07-028 & 07-033

Professional Services from December 1, 2008 to December 31, 2008

Fee	**3,407.50**
Current Total Now Due >>>	**$3,407.50**

PLEASE REMIT PAYMENTS TO:
PARADIGM CONSULTANTS INC
2501 CENTRAL PARKWAY SUITE A3
HOUSTON TEXAS 77092

To comment on our services, go to: http://www.paradigmconsultants.com/content.asp?secnum=168

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

Project: Sienna Branch Library
Project No.: 08-3128
Project Manager: JDP
Billing Period: Dec. 2008
Fee Schedule FBC Jail 2007
Approved Budget: $49,070.00

Rpt. No.	Date	Staff	Task	Code	Quantity	Unit	Rate	Billing Description		Task Fee
23	12/3	RI	Sample P/U	1200	0.5	hour	50.00	Technician	$	25.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
			Lab	2614	1	each	25.00	Percent Solids in Lime Slurry	$	25.00
24	12/4	TP	Gradations	1200	5	hour	50.00	Technician	$	250.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
25	12/4	TP	Lab	2680	1	each	145.00	Moisture-Density Relation - ASTM D 698 (standard)	$	145.00
			Lab	2602	1	each	44.00	Atterberg Limits - (PI)	$	44.00
26	12/5	TP	Gradations	1200	4	hour	50.00	Technician	$	200.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
27	12/5	TP	Lab	2680	1	each	145.00	Moisture-Density Relation - ASTM D 698 (standard)	$	145.00
			Lab	2602	1	each	44.00	Atterberg Limits - (PI)	$	44.00
28	12/8	TP	Densities	1200	7	hour	50.00	Technician	$	350.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
29	12/18	JV	Concrete	1200	7.5	hour	50.00	Technician	$	375.00
			Cylinders	2310	16	each	13.50	Compressive Strength Test - Cylinders	$	216.00
			Vehicle (NO CHG)	9107	0	trip	120.00	Trip Charge	$	-
29	12/19	MT	Cylinder P/U	1200	0.5	hour	50.00	Technician	$	25.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
30	12/30	JV	Concrete	1200	8	hour	50.00	Technician	$	400.00
			Cylinders	2310	16	each	13.50	Compressive Strength Test - Cylinders	$	216.00
			Vehicle	9100	1	day	0.00	Vehicle Charge	$	-
30	12/31	SC	Cylinder P/U	1200	0.5	hour	50.00	Technician	$	25.00
			Vehicle	9107	1	trip	120.00	Trip Charge	$	120.00
Month			Project Manager	1005	2.25	hour	90.00	Project Manager	$	202.50
								Total Due This Invoice	**$**	**3,407.50**

1/21 Verified w/ Paula No charge - trip in error

Project Sign-in Log

SIENNA BRANCH LIBRARY

Date	PCI Rep	Time In	Time Out	Contractor Initials	Report #'s	Notes
10/17/08	T.C	8:00AM	6:30AM		001	Pile Proction
10/20/08	BS	2:30pm	3:00pm		002	Proctroll
10-21-08	R.P	4:20	5:15pm		003	Density's /Cancelled
10-22-08	J.M.	1:35	2:30pm		004	Densities
10/24/08	T.	8:00	7:00		005	Densities
10-25/8	LI	3:45	5:05		006	Densities.
10-26-08	L.I	10:00	10:50		007	Densities
10-27-08	LI	9:00	12:00		008,009	Densities/Pile Grid
11-04-08	YS	6:30	11:00		012	TEST PILES ~~Concrete Pipers~~
11-4-08	UB	9:15	11:00		012	TEST PILES
11-5-08	RFS	7:30	3:00		013	DENSITIES ELEC PLXT BANK
6NOV08	S.C.	1000	1700			Dave UTILITIES
11/12/08	S.C.	1330	1430			Dave Electric
17NOV08	S.C.	1205	1700		016	Dave Electric / Storm Line
18 NOV08	S.C.	0700	1500		017	Dave Electric
19 NOV08	S.C.	0700	1500		020	Dave
21-11-08	MAD	8:58am	4:30		021	Pile Cut CSS
21 NOV08	S.C.	1000	1400		022	Dave on Irrigation Lines
12/3/08	R.I	8:05A	8:30A	.5		Slurry P/U
12/4/08	T P	1000hrs	300	5.0	024/025	Gradation / Proc. P/U
12/5/08	TP	1000hrs	200	4.0	026/027	Gradation / Proc. P/U
12/8/08	T P	700am	400pm	7.0	028	Density.
12/18/08	J.V.	5:30AM	1:30PM	8.0	029	Concrete
12/30/08	J.V.	6:00AM	2:00PM	8.0	030	Concrete

Paradigm Consultants, Inc.
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2501 Central Parkway
Suite A3
Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

Report: 029
No.: 13,070

Field Work Order

12/18/2008 09:00 ar
Page 1 of

Technician:
Date/Time Called In: 12/18/2008 09:00 am
Client: Undefined
Project: ~~Default~~ Sienna Branch Lib.

Caller:

Required Level:
Inspection Date: ~~12/18/2008~~ 12-19-08
Inspection Time: 09:00 am
Duration:

Project Loc:

Project No: 08-3128
Contact:
Phone: **Fax:** **Cell:** **Alt Cell:**
Location:

Driving Directions:

Comments:

Daily
Instructions: Daily

As requested, a Paradigm Consultants, Inc., technician

P/U 4 sets of 4 Cyl.

Begin Time: 12:30 am / ~~pm~~ Arrive Time: 1:15 am / ~~pm~~ Left Time: 1:45 am / ~~pm~~ End Time: 3:00 am / ~~pm~~ Total Time: 2.5
Technician: Rob Over Mark Turner Client

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2501 Central Parkway
Suite A3
Houston, Texas 77092

Telephone: 713-686-6771
Facsimile: 713-686-6795
Dispatch: 713-686-6999

Report: 030
No.: 13,070

Field Work Order

12/18/2008 09:00 am
Page 1 of 1

Technician: SHAWN CRAIG
Date/Time Called In: 12/18/2008 09:00 am
Client: Undefined SHAMA BURMAH CONTRACT
Project: Default

Caller:

Required Level:

Inspection Date: ~~12/18/2008~~ 31 DEC 08
Inspection Time: ~~09:00 am~~ 1200
Duration:

Project Loc:

Project No: 08-3108
Contact:
Phone: **Fax:** **Cell:** **Alt Cell:**
Location:

Driving Directions:

Comments:

Daily
Instructions: Daily

As requested, a Paradigm Consultants, Inc., technician

RECEIVED ON SITE AS REQUESTED TO PICK UP 4 SETS OF 4 CRITERIA CYLINDERS. CYLINDERS WERE TRANSPORTED BACK TO LAB FOR CURING & TESTING

Begin Time: 1200 am / pm	Arrive Time: 1203 am / pm	Left Time: 1220 am / pm	End Time: 1400 am / pm	Total Time: 2.0
Technician: SHAWN C.		Client		

11 I

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 21, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice No. 24, in the amount of $1,459.81, to Bailey Architects, for Architectural Services rendered for the Needville Service Center

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06NEEDVIL

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
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Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☒	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

HM100824

BAILEY

4100 South Shepherd
Houston, Texas 77098-3302

P.O. Box 980098
Houston, Texas 77098-0098

Tel 713 524 8155
Fax 713 524 8247

www.baileyarchitects.com

Fort Bend County
Facilities Mgmt & Planning Dept
1402 Band Road
Rosenberg, TX 77471
Attn: Laura Dougherty Administrative Manager

December 31, 2008
Invoice No: 24
Project No: 07016

Re: Fort Bend-Needville Service Center

P O # - PC 00100001573

Professional Services for the period December 1, 2008 to December 31, 2008

Architectural Services

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previously Billed	Current Amount Due
Schematic Design	11,300.00	100.00%	11,300.00	11,300.00	0.00
Design Development	21,180.00	100.00%	21,180.00	21,180.00	0.00
Construction Documents	129,839.75	100.00%	129,839.75	129,839.75	0.00
Negotiations	9,000.00	100.00%	9,000.00	9,000.00	0.00
Construction Admin	24,330.25	84.00%	20,437.41	18,977.60	1,459.81
	195,650.00		191,757.16	190,297.35	1,459.81

Total Architectural Services **$1,459.81**

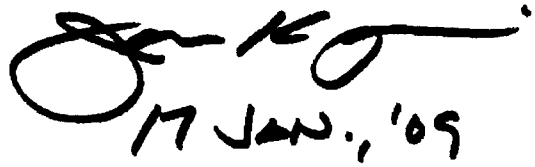
Total Amount Due this Invoice **$1,459.81**

Approved

Facilities Management & Planning Department
1402 Band Road
Rosenberg, Texas 77471
281/633-7017
281/633-7022 Fax

Work Completion Verification Form

Vendor:	**Bailey Architects**
Purchase Order #:	
Invoice #:	**Invoice No. 24 $ 1,459.81**
Contact Person:	**Ray Leiker**
Phone Number:	**713.524.2155**
Location of Work Performed:	**Needville Service Center**
Date Work Completed:	**12/31/08**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**



11 J

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 21, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January, 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application # 2, in the amount of $14,182.20, from Evans Construction for Construction Services rendered for the Dew House Renovation

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

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06DEWHOUS

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
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☒	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

PM90038

PAYMENT APPLICATION

PC C473224 R 48217

TO:	County Auditor 301 Jackson Richmond, Texas 77469	PROJECT NAME AND LOCATION:	Dew Plantation House Phase III Dew Plantation House Phase III 1402 Band Rd., Suite 100 Rosenberg, Texas 77471	APPLICATION #	2
FROM:	Evans Construction P. O. Box 1857 Sugar Land, Texas 77487	ARCHITECT:		PERIOD THRU:	01/12/2009
FOR:	Dew Plantation House Phase III			PROJECT #s:	PO # PC0473224
				DATE OF CONTRACT:	08/31/2007

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	**CONTRACT AMOUNT**		$64,911.00 ✓
2.	**SUM OF ALL CHANGE ORDERS**		$0.00 ✓
3.	**CURRENT CONTRACT AMOUNT**	(Line 1 +/- 2)	$64,911.00 ✓
4.	**TOTAL COMPLETED AND STORED** (Column G on Continuation Page)		$42,609.00
5.	**RETAINAGE:**		
	a. 10.00% of Completed Work (Columns D + E on Continuation Page)	$4,260.90 ✓	
	b. 10.00% of Material Stored (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$4,260.90 ✓
6.	**TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total)		$38,348.10
7.	**LESS PREVIOUS PAYMENT APPLICATIONS**		$24,165.90 ✓
8.	**PAYMENT DUE**		$14,182.20
9.	**BALANCE TO COMPLETION** (Line 3 minus Line 6)	$26,562.90	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Evans Construction

By: _____ Date: 1/12/2009

State of: Texas

County of: Ft. Bend

Subscribed and sworn to before me this 12th day of January 2009

DIANA G. JONES
MY COMMISSION EXPIRES
June 5, 2010

Notary Public: Diana G. Jones

My Commission Expires: June 5, 2010

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Dew Plantation House Phase III
Dew Plantation House Phase III

APPLICATION #: 2
DATE OF APPLICATION: 01/12/2009
PERIOD THRU: 01/12/2009
PROJECT #s: PO # PC0473224

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK: AMOUNT PREVIOUS PERIODS	COMPLETED WORK: AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
1	Porch Foundation	$3,400.00	$2,400.00	$1,000.00	$0.00	$3,400.00	100%	$0.00	
2	Foundation Tie Downs	$2,900.00	$0.00	$0.00	$0.00	$0.00	0%	$2,900.00	
3	Joist/Wood Siding/Roof Framing/D	$13,750.00	$9,000.00	$3,000.00	$0.00	$12,000.00	87%	$1,750.00	
4	Fiberglass Columns	$4,900.00	$4,900.00	$0.00	$0.00	$4,900.00	100%	$0.00	
5	Porch Steps	$2,000.00	$0.00	$1,000.00	$0.00	$1,000.00	50%	$1,000.00	
6	Banisters	$6,200.00	$0.00	$4,260.00	$0.00	$4,260.00	69%	$1,940.00	
7	Ceiling for 3 Porches	$3,350.00	$0.00	$2,680.00	$0.00	$2,680.00	80%	$670.00	
8	Standing Seam Roof	$7,700.00	$0.00	$0.00	$0.00	$0.00	0%	$7,700.00	
9	Paint	$4,200.00	$660.00	$600.00	$0.00	$1,260.00	30%	$2,940.00	
10	Equipment Rental	$1,500.00	$500.00	$500.00	$0.00	$1,000.00	67%	$500.00	0
11	Clean up/Trash Haul	$1,500.00	$500.00	$500.00	$0.00	$1,000.00	67%	$500.00	
12	Bonding	$1,891.00	$1,891.00	$0.00	$0.00	$1,891.00	100%	$0.00	
13	Design	$5,193.00	$4,000.00	$1,193.00	$0.00	$5,193.00	100%	$0.00	
14	OV/P	$6,427.00	$3,000.00	$1,025.00	$0.00	$4,025.00	63%	$2,402.00	
	TOTALS	$64,911.00	$26,851.00	$15,758.00	$0.00	$42,609.00	66%	$22,302.00	

Quantum Software Solutions, Inc. Document

JAN 9,2009 12:57 *** TRANSMISSION ERROR REPORT ***
Model # Lexmark X6100 Series
START TIME 12:55 SENT TO 7069930964 PAGES RESULT
281 242-1858 NO ANSWER

Facilities Management & Planning Department
1402 Band Road
Rosenberg, Texas 77471
281/633-7017
281/633-7022 Fax

Work Completion Verification Form

Vendor:	**Evans Construction**
Purchase Order #:	
Invoice #:	**Pay App No. 2 $14,182.20**
Contact Person:	**Ross Evans**
Phone Number:	**281.242.1810**
Location of Work Performed:	**Dew Plantation House Phase III**
Date Work Completed:	**1/12/09**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**

17 Jan., '09

11 K

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # TMG-429, in the amount of $9,361.62, to The Maddox Group, Inc. for Professional Services rendered for the Sienna Library.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06SIENNAL

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
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☒	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

FM 90042

AS PER ORIGINAL

THE MADDOX GROUP, INC.

PO# 24617 R# 48221

OK to pay
1-18-09

INVOICE

Bill To
Fort Bend County Facilities & Planning Department 1402 Band Road, Suite 100 Rosenberg, TX 77471 Attn: Don Brady

Date	Invoice #
1/13/2009	TMG-429

Period
Dec. 2008

Hours	Description	Rate	Amount
	P.O. Number: PC 04700003250		
65.25	Hourly Labor - Corinne Maddox	150.00	9,787.50
	SUBTOTAL FOR BASIC SERVICES		9,787.50
	Reimbursable Expenses - Corinne Maddox	63.50	63.50
	SUBTOTAL		63.50
	Retainage withheld from this invoice - 5% of Basic Services	-489.38	-489.38
		Balance Due	$9,361.62

950 THREADNEEDLE SUITE 145 HOUSTON, TEXAS 77079 TEL 281-497-5200 FAX 281-497-5245 www.maddoxgroup.com

Timesheet-Description

THE MADDOX GROUP

Client: Fort Bend County
Period: Dec-08

Date	Employee	Description	Hours
12/1	C. Maddox	Conf call, coord action items, MUD, geopier proposal, pier options, borings, CPs, floor boxes, emails/calls	5.50
12/2		CPs, geopier, floor boxes, mtg coord, emails/calls	4.00
12/3		outstanding issues, pier mtg prep & resched, RFI's 7-14, pier recommendations	3.50
12/4		sewer connect & MUD, same issues, conf call, emails/calls	5.00
12/5		CP conf calls & prep, foundation conf call & prep, action items, emails	4.00
12/8		spred footing design, sch review	1.00
12/9		foundation, calls MT, RP, CPs - RL, JB, RP; MUD-DB, RP; CP eval	4.00
12/10		Miss City appl, foundation, Centerpoint, emails/calls	3.00
12/11		FBC centerpoint, foundation conf call, rewrite CPs	6.00
12/12		numerous foundation calls, emails, cost eval	7.00
12/15		misc. emails/calls	1.00
12/16		misc. emails/calls	4.00
12/17		misc. emails/calls	1.00
12/18		misc. emails/calls	1.00
12/19		Miss city, RFIs, CPs	1.50
12/22		Schedule, emails, foundation calls	1.00
12/23		foundation calls, CP review, floor box	2.00
12/29		followup calls to STOA, Paradigm invoices/calls	2.75
12/30		wrote CPR 1-14, conf call on CPRs, job meeting	7.00
12/31		Geopier coord, RFI & CPR coord	1
			65.25 ✓

11 L

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 21, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: January 27, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 12-08-5, in the amount of $3,650.00, from TechKnowledge for Professional Services for the Jail Expansion.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
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☒	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

FM90045

TechKnowledge Consulting Corporation

12 Greenway Plaza, Suite 1350
Houston, Texas 77046
713-840-7800 Fax: 713-840-7801

Invoice

DATE	INVOICE #
12/31/2008	12-08-5

BILL TO
Fort Bend County 1402 Band Road Suite #100 Rosenberg, Texas 77471 Attn: Don Brady

PO # 24551
RQ # 45218

P.O. NO.	TERMS
	Net 30

DESCRIPTION	AMOUNT
Reference: Fort Bend County Jail Assessment - During the month of December the TechKnowledge team conducted the initial meeting with everyone involved in the new Jail Tower project. Conducted a walk-thru with Sgt. Patti to view the existing Main Equipment Room in the Sherriff's office. Also conducted a walk-thru of the existing Jail Tower and the New Jail Tower. The TechKnowledge team made an overview of all voice and data equipment configuration as they currently exist. Participated in emails and phone calls to conduct due diligence in order to gather the correct information required to make our recommendations.	3,650.00

Please Remit Payment To: 12 Greenway Plaza, Suite 1350, Houston, Texas 77046

Total $3,650.00

TECHKNOWLEDGE CONSULTING CORPORATION

12 A2B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 1-22-09
Submitted By: Robin Vrana, Admin. Assist.
Department: County Treasurer
Court Agenda Date: 1-27-09
Phone Number: 281-238-3225

SUMMARY OF ITEM:
Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated January 21, 2009 for an amount totaling $4,906.66 which $-0- is for construction work done on Section A of the Fort Bend Parkway, $2,753.41 for construction work done on Section B of the Fort Bend Parkway, $0.00 for construction work done on the Westpark Toll Road Section A, $510.00 for construction work done on Westpark Section B, $0.00 for Toll Bridge US-90A and FM359, $893.25 for construction work done on the Grand Parkway Segment D project, $0.00 for Trammel Fresno Study, and $750.00 for construction work done on the Bridge over Brazos Segment. (800409888-64600).
Authorize payment of operations invoices in the amount of $ 37,973.21 for the Fort Bend Parkway, Section A & Westpark (810420100-63000)

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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☐	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other: _____		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Authorize payment as indicated above.

Special Handling Requested (specify):

FORT BEND COUNTY
TOLL ROAD AUTHORITY

AS PER ORIGINAL

January 21, 2009

The Honorable Judge Bob Hebert
Fort Bend County Judge
County Courthouse
500 Jackson
Richmond, Texas 77469

Re: Fort Bend County Tollroad Authority

Dear Judge Hebert:

The enclosed invoices for work performed by consultants and/or contractors for the Fort Bend County Tollroad Authority ("FBCTRA") have been reviewed by the FBCTRA Bill Review Committee. The **operational** invoices totaling $37,973.21 for the Fort Bend Parkway Section A and Westpark Projects were discussed by the FBCTRA Board of Directors and approved for payment.

We request that you place this item on the Fort Bend County Commissioners Court agenda for approval at the next regularly scheduled meeting. Please contact Pamela Logsdon at 713.934.9107 should you have any questions.

Very truly yours,

Chairman of the FBCTRA

Enclosures

P.O. Box 2789 Sugar Land, Texas 77487-2789 (281)242-9740
Fax (281)634-9406

FORT BEND COUNTY
TOLL ROAD AUTHORITY

AS PER ORIGINAL

January 21, 2009

The Honorable Judge Bob Hebert
Fort Bend County Judge
County Courthouse
500 Jackson
Richmond, Texas 77469

Re: Fort Bend County Toll Road Authority

Dear Judge Hebert:

The enclosed invoices for work performed by consultants and/or contractors for the Fort Bend County Toll Road Authority ("FBCTRA") have been reviewed by the FBCTRA Bill Review Committee. The **construction** invoices totaling $4,906.66 for the following projects were discussed by the FBCTRA Board of Directors and approved for payment.

$2,753.41	Fort Bend Parkway Section B
$ 510.00	Westpark, Section B
$ 893.25	Grand Parkway
$0.00	Richmond Toll Bridge
$0.00	Trammel Fresno Study
$ 750.00	Brazos Toll Bridge
$ 0.00	Fort Bend Parkway Section A
$0.00	Westpark Project Section A

We request that you place this item on the Fort Bend County Commissioners Court agenda for approval at the next regularly scheduled meeting. Please contact Pamela Logsdon at 713.934.9107 should you have any questions.

Very truly yours,

Chairman of the FBCTRA
Enclosures

FORT BEND COUNTY TOLLROAD AUTHORITY

SUMMARY OF INVOICES FOR BOARD APPROVAL -- CONSTRUCTION

January 21, 2009

PAYEE	INVOICE #	GRAND TOTAL	PARKWAY SEC. B #01	WESTPARK SEC. B #02	GRAND PARKWAY #03	RICHMOND TOLL BRIDGE #04	TRAMMEL FRESNO STUDY #05	BRIDGE OVER BRAZOS #06	PARKWAY SEC. A	WESTPARK SEC. A
ALLEN BOONE HUMPHRIES ROBINSON	30342	1,352.51	940.01							
	30341		412.50							
BROWN & GAY ENGINEERS, INC.		0.00								
JERDON ENTERPRISE, LP		0.00								
LJA ENGINEERING & SURVEYING, INC.		0.00								
PAMELA M. LOGSDON, CPA	21117	478.40	478.40							
ME STONE dba PROFESSIONAL PROJECT MANAGEMEN		1,417.50								
	101-07-7		922.50							
	010-10-4							495.00		
WJ INTEREST	31-Dec-08	1,658.25		510.00	893.25			255.00		
TOTALS		**$4,906.66**	**$2,753.41**	**$510.00**	**$893.25**	**$0.00**	**$0.00**	**$750.00**	**$0.00**	**$0.00**

PAMELA M LOGSDON
Certified Public Accountant
5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092

FT BEND CO TOLLROAD AUTH - CONSTRUCTION
PARKWAY SECTION B [#01] - ACTUAL vs BUDGET
December 1, 2004 through January 21, 2009

	01PARKWAY SECTION B			
	Dec 1, '04 - Jan 21, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
401000 · ENGINEERING-PARKWAY SEC. B				
401001 · FEASIBILITY STUDY-B&G	24,273.90	24,273.90	0.00	100.0%
401003 · FEASIBILITY STUDY-PBS&J	48,000.00	48,000.00	0.00	100.0%
401005 · R-O-W SURVEYS & MAPS-B&G	94,255.00	94,295.00	-40.00	100.0%
401010 · REALIGN KINIGHT RD[NEW QUEST]				
401011 · NEW QUEST REIMBURSEMENT	0.00	-30,000.00	30,000.00	0.0%
401013 · REVIEW DRIVEWAY ALIGNMENT-B&G	0.00	30,000.00	-30,000.00	0.0%
401015 · LEGAL-NEW QUEST	5,101.25			
Total 401010 · REALIGN KINIGHT RD[NEW QUEST]	5,101.25	0.00	5,101.25	100.0%
401101 · DESIGN-PARKWAY B-B&G	498,083.66	1,000,000.00	-501,916.34	49.8%
401102 · DESIGN-SEC B-PMT SIENNA-JOHNSON	-498,083.66	-1,000,000.00	501,916.34	49.8%
Total 401000 · ENGINEERING-PARKWAY SEC. B	171,630.15	166,568.90	5,061.25	103.0%
Total 400000 · ENGINEERING	171,630.15	166,568.90	5,061.25	103.0%
500000 · RIGHT-OF-WAY ACQUISITION				
500001 · LEGAL-ROW	45,221.91			
500003 · APPRAISALS	44,900.00	25,000.00	19,900.00	179.6%
500005 · TITLE FEES	0.00	275,000.00	-275,000.00	0.0%
500007 · SURVEYING and MAPPING	0.00	90,000.00	-90,000.00	0.0%
500020 · LAND ACQUSITION	0.00	1,500,000.00	-1,500,000.00	0.0%
500025 · PROPERTY TAXES	11.72			
500999 · CONTINGENCY	0.00	50,000.00	-50,000.00	0.0%
500000 · RIGHT-OF-WAY ACQUISITION - Other	343.75			
Total 500000 · RIGHT-OF-WAY ACQUISITION	90,477.38	1,940,000.00	-1,849,522.62	4.7%
600000 · CONSTRUCTION				
601000 · PARKWAY B CONSTRUCTION				
601020 · TOWN CENTER EXT[NewQ]-D GREENE	609,005.34	1,107,697.83	-498,692.49	55.0%
601029 · PMTS-NEW QUEST PROP	-609,005.34	-1,107,697.83	498,692.49	55.0%
Total 601000 · PARKWAY B CONSTRUCTION	0.00	0.00	0.00	0.0%
Total 600000 · CONSTRUCTION	0.00	0.00	0.00	0.0%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	26,566.75			
800015 · PROJECT MANAGEMENT	4,182.50			
800030 · LEGAL - GENERAL	4,604.45			
800033 · LEGAL - CONSTRUCTION	3,276.25			
800035 · LEGAL - OTHER	1,168.75			
800040 · ACCOUNTING FEES	4,374.25			
800900 · OPERATING COST	0.00	25,000.00	-25,000.00	0.0%
Total 800000 · ADMINISTRATIVE COST	44,172.95	25,000.00	19,172.95	176.7%
900000 · CONTINGENCIES	0.00	163,731.10	-163,731.10	0.0%
Total Expense	306,280.48	2,295,300.00	-1,989,019.52	13.3%
Net Ordinary Income	-306,280.48	-2,295,300.00	1,989,019.52	13.3%
Net Income	-306,280.48	-2,295,300.00	1,989,019.52	13.3%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
WESTPARK SECTION B [#02] - ACTUAL vs BUDGET
March 1, 2006 through January 21, 2009

	02WESTPARK-SECTION B			
	Mar 1, '06 - Jan 21, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
402000 · ENGINEERING-WESTPARK-SEC.B				
402007 · TRAFFIC & REVENUE STUDY-W SMITH	38,000.00	38,000.00	0.00	100.0%
402009 · ECONOMIC FEASIBILITY ANALYSIS	18,772.88	5,000.00	13,772.88	375.5%
402013 · SCHEMATIC PLAN & COST STUDY-LJA	48,360.07	75,000.00	-26,639.93	64.5%
402099 · OTHER ENGINEERING	2,887.40			
Total 402000 · ENGINEERING-WESTPARK-SEC.B	108,020.35	118,000.00	-9,979.65	91.5%
Total 400000 · ENGINEERING	108,020.35	118,000.00	-9,979.65	91.5%
500000 · RIGHT-OF-WAY ACQUISITION				
500001 · LEGAL-ROW	13,555.22			
500003 · APPRAISALS	2,500.00			
Total 500000 · RIGHT-OF-WAY ACQUISITION	16,055.22			
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	19,583.00	10,000.00	9,583.00	195.8%
800030 · LEGAL - GENERAL	5,315.10	10,000.00	-4,684.90	53.2%
800033 · LEGAL - CONSTRUCTION	3,746.25			
800040 · ACCOUNTING FEES	3,547.67			
800999 · MISCELLANEOUS	0.00	5,000.00	-5,000.00	0.0%
Total 800000 · ADMINISTRATIVE COST	32,192.02	25,000.00	7,192.02	128.8%
900000 · CONTINGENCIES	0.00	44,000.00	-44,000.00	0.0%
Total Expense	156,267.59	187,000.00	-30,732.41	83.6%
Net Ordinary Income	-156,267.59	-187,000.00	30,732.41	83.6%
Net Income	**-156,267.59**	**-187,000.00**	**30,732.41**	**83.6%**

FT BEND CO TOLLROAD AUTH - CONTRUCTION
GRAND PARKWAY [#03] - ACTUAL vs BUDGET
January 1, 2005 through January 21, 2009

	03GRAND PARKWAY			
	Jan 1, '05 - Jan 21, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
403000 · ENGINEERING-GRAND PARKWAY				
403001 · FEASIBILITY STUDY-TC&B	72,789.00	72,789.00	0.00	100.0%
403007 · TRAFFIC & REVENUE STUDY-W SMITH	19,865.00	19,865.00	0.00	100.0%
Total 403000 · ENGINEERING-GRAND PARKWAY	92,654.00	92,654.00	0.00	100.0%
Total 400000 · ENGINEERING	92,654.00	92,654.00	0.00	100.0%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	57,642.75	25,000.00	32,642.75	230.6%
800030 · LEGAL - GENERAL	40,736.76	25,000.00	15,736.76	162.9%
800033 · LEGAL - CONSTRUCTION	1,643.75			
Total 800000 · ADMINISTRATIVE COST	100,023.26	50,000.00	50,023.26	200.0%
900000 · CONTINGENCIES	0.00	64,692.00	-64,692.00	0.0%
Total Expense	192,677.26	207,346.00	-14,668.74	92.9%
Net Ordinary Income	-192,677.26	-207,346.00	14,668.74	92.9%
Net Income	-192,677.26	-207,346.00	14,668.74	92.9%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TOLL BRIDGE US 90A & FM 359 [#04] - ACTUAL vs BUDGET
March 1, 2006 through January 21, 2009

	04RICHMOND TOLL BRIDGE			
	Mar 1, '06 - Jan 21, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
404000 · ENGINEERING-RICHMOND TOLL BRIDG				
404007 · TRAFFIC & REVENUE-ETSI	18,538.05	18,920.00	-381.95	98.0%
404011 · PRELININARY ENGINEERING-A&F	16,300.00	24,850.00	-8,550.00	65.6%
404015 · ENGINEERING & TRAFFIC STUDY-B&G	8,550.00	8,550.00	0.00	100.0%
Total 404000 · ENGINEERING-RICHMOND TOLL BRIDG	43,388.05	52,320.00	-8,931.95	82.9%
Total 400000 · ENGINEERING	43,388.05	52,320.00	-8,931.95	82.9%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	4,046.00	10,000.00	-5,954.00	40.5%
800015 · PROJECT MANAGEMENT	4,252.50	2,000.00	2,252.50	212.6%
800030 · LEGAL - GENERAL	872.50	15,680.00	-14,807.50	5.6%
Total 800000 · ADMINISTRATIVE COST	9,171.00	27,680.00	-18,509.00	33.1%
900000 · CONTINGENCIES	0.00	6,230.00	-6,230.00	0.0%
Total Expense	52,559.05	86,230.00	-33,670.95	61.0%
Net Ordinary Income	-52,559.05	-86,230.00	33,670.95	61.0%
Net Income	-52,559.05	-86,230.00	33,670.95	61.0%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TRAMMEL FRESNO CONNECTION STUDY [#05] - ACTUAL vs BUDGET
June 1, 2006 through January 21, 2009

	05TRAMMEL FRESNO CONNECT. STUDY			
	Jun 1, '06 - Jan 21, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
400000 · ENGINEERING				
405000 · ENGINEERING - TRAMMEL FRESNO				
405001 · ENGINEERING STUDY-LJA	22,228.77	22,150.99	77.78	100.4%
405007 · TRAFFICE ANALYSIS	0.00	2,500.00	-2,500.00	0.0%
Total 405000 · ENGINEERING - TRAMMEL FRESNO	22,228.77	24,650.99	-2,422.22	90.2%
Total 400000 · ENGINEERING	22,228.77	24,650.99	-2,422.22	90.2%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	913.00	1,250.00	-337.00	73.0%
800030 · LEGAL - GENERAL	520.00	1,250.00	-730.00	41.6%
800035 · LEGAL - OTHER	1,883.75			
Total 800000 · ADMINISTRATIVE COST	3,316.75	2,500.00	816.75	132.7%
900000 · CONTINGENCIES	0.00	2,849.01	-2,849.01	0.0%
Total Expense	25,545.52	30,000.00	-4,454.48	85.2%
Net Ordinary Income	-25,545.52	-30,000.00	4,454.48	85.2%
Net Income	-25,545.52	-30,000.00	4,454.48	85.2%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TOLL BRIDGE OVER BRAZOS RIVER [#06] - ACTUAL vs BUDGET
July 1, 2008 through January 21, 2009

	06BRIDGE-BRAZOS RIVER			
	Jul 1, '08 - Jan 21, 09	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	3,598.50			
800015 · PROJECT MANAGEMENT	2,070.00			
800033 · LEGAL - CONSTRUCTION	210.00			
800035 · LEGAL - OTHER	175.00			
Total 800000 · ADMINISTRATIVE COST	6,053.50			
Total Expense	6,053.50			
Net Ordinary Income	-6,053.50			
Net Income	**-6,053.50**			

FORT BEND COUNTY TOLLROAD AUTHORITY
COMPLETED PROJECTS
January 21, 2009

	REVISED BUDGET [C]	COST TO DATE [D]	UNDER(OVER) [C] - [D] =[E] [E]	
FORT BEND PARKWAY SECTION A				
I. GEC & PRELIMINARY ENGINEERING	3,086,189	3,068,460	17,729	FINAL
II. FINAL DESIGN ENGINEERING	4,764,960	4,691,915	73,045	FINAL
III. RIGHT-OF-WAY ACQUISITION	4,558,109	4,181,121	376,988	FINAL
IV. UPDATE TRAFFIC & REVENUE STUDY	165,891	165,891	-	FINAL
V. CONSTRUCTION PHASE				
COMPLETED CONSTRUCTION PROJECTS	48,154,967	47,143,824	1,011,143	FINAL
CHASEWOOD MEDIAN-JERDON	49,440	49,440	-	FINAL
TxDOT PROJECTS - BELTWAY 8	(5,000,000)	(3,839,138) [1]	(1,160,862)	FINAL
VI. TECHNICAL SUPPORT SERVICES TO AUTHORITY	575,787	118,490	457,297	FINAL
VII. AUTHORITY OPERATING COSTS	922,042	718,409	203,633	FINAL
VIII. CONTINGENCIES	1,139,252	1,363,421	(224,169)	FINAL
TOTAL PARKWAY SECTION A PROJECT	$ 58,416,637	$ 57,661,833	$ 754,804	
WESTPARK SECTION A				
I. GEC & PRELIMINARY ENGINEERING	6,485,639	6,468,265	17,374	FINAL
II. FINAL DESIGN ENGINEERING	4,216,764	4,215,719	1,045	FINAL
III. RIGHT-OF-WAY ACQUISITION	1,837,000	398,045	1,438,955	FINAL
V. CONSTRUCTION				
COMPLETED CONSTRUCTION PROJECTS	54,023,186	50,568,853	3,454,333	FINAL
HCTRA REIMBURSEMENT-CONTRACT D U-TURN	(50,000)	-	(50,000)	PENDING
VII. OPERATING COSTS	300,000	290,655	9,345	FINAL
VII. CONTINGENCIES	(2,932,927)	65,567	(2,998,494)	FINAL
TOTAL WESTPARK SECTION A PROJECT	$ 63,879,662	$ 62,007,104	$ 1,872,558	

[1] Based on message received from Ft. Bend County Auditors office

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
January 21, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
FORT BEND PARKWAY SECTION A			
JERDON ENTERPRISE, LP			Approved FBCTRA
Median Opening at Chasewood Drive [BG #]		$49,440	19-Mar-08
EZ Tag Conversion - Parkway A-Operations		$190,800	**FINAL-Oct 15,2008**
FORT BEND PARKWAY SECTION B			
DESIGN PHASE - SECTION B		$2,595,000	Approved FBCTRA
Approved report from Brown & Gay and forwarded to	Plus 10% Contingency of	259,500	Oct. 20,2004
Fort Bend County Commissioner Court for allocation of funds		$2,854,500	
BROWN & GAY ENGINEERS, INC.			Approved FBCTRA
FEASIBILITY ANALYSIS	LUMP SUM	$24,273.90	JAN 19,2005
ROW SURVEYS & MAPS	LUMP SUM	$88,995.00	JAN 18,2006
ADDITIONAL R-O-W SURVEYS		$5,300.00	AUG 16,2006
		$94,295.00	
KNIGHT ROAD-Review Driveway Plan Alignment [REIMBURSEMENT BY NEW QUEST]	NOT TO EXCEED	$30,000.00	AUG 16,2006
DESIGN SERVICES - PARKWAY SECTION B [TO BE PAID DIRECTLY BY SIENNA-JOHNSON AFTER APPROVED BY THE AUTHORITY]	NOT TO EXCEED	$953,275.62	February 20, 2008
DURWOOD GREENE CONSTRUCTION, LP	[A]		
Parkway Section B Extension at Town Center-New Quest [BG # NWQ05-50] [TO BE PAID DIRECTLY BY NEW QUEST]		$1,107,697.83	
FORT BEND COUNTY			Approved FBCTRA
ADVANCE FUNDS FOR R-O-W ACQUISITION		$1,940,000.00	DEC 21, 2005
FOX & BUBELA			Approved FBCTRA
APPRAISAL SERVICES ON EACH OF THE PARCELS		$25,000.00	JAN 19,2005
NEW QUEST PROPERTIES & CITY OF MISSOURI CITY	[A]		Approved FBCTRA
Developer agrees to provide sufficient funds as such become due for all construction costs for road improvements			Aug.16,2006
County shall reimburse the developer ...from ...bonds issued for the ...constructing Parkway Project B			
PBS&J			Approved FBCTRA
FEASIBILITY ANALYSIS	NOT TO EXCEED	$48,000.00	FEB 16, 2005
SIENNA-JOHNSON DEVELOPMENT			Approved FBCTRA
PAYMENT FOR BROWN & GAY DESIGN SERVICE FOR PARKWAY SECTION B		($1,000,000.00)	February 20, 2008
WESTPARK SECTION B			
LJA ENGINEERING & SURVEYING, INC. [LJA]			Approved FBCTRA
Engineering Study	Not to Exceed	$75,000.00	April 19,2006
WILBUR SMITH ASSOCIATES			Approved FBCTRA
Traffic and Revenue Study	Not to Exceed	$38,000.00	April 19,2006

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
January 21, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
GRAND PARKWAY CORRIDOR			
PRELIMINARY FEASIBILITY STUDY		$110,000	Approved FBCTRA
Approved report from Turner, Collie & Braden and forwarded to Fort Bend County Commissioner Court for allocation of funds	Plus 10% Contingency of $11,000		Oct. 20,2004
TURNER, COLLIE & BRADEN, INC. [TC&B]			Approved FBCTRA
Engineering Feasibility Study - Segment D	Not to Exceed	$72,789.00	Mar 16,2005
WILBUR SMITH ASSOCIATES			Approved FBCTRA
Traffic and Revenue Study	Lump Sum	$19,865.00	Mar 16,2005
TOLL BRIDGE US-90A and FM 359			
AGUIRRE & FIELDS LP			Approved FBCTRA
Engineering Services	Not to Exceed	$24,850.00	April 19,2006
ERGONOMIC TRANSPORTATION SOLUTIONS, INC.			Approved FBCTRA
Traffic and Revenue Study	Not to Exceed	$18,920.26	April 19,2006
REPORT FORWARDED TO FORT BEND COUNTY - AUGUST 16, 2006			
FM 723			
PRELIMINARY FEASIBILITY STUDY			Approved FBCTRA
Approved report from Carter & Burgess and forwarded to Ft Bend County for allocation of funds			Oct. 20,2004
TRAMMEL-FRESNO STUDY			
LJA ENGINEERING & SURVEYING, INC. [LJA]			Approved FBCTRA
Preliminary Feasibility Schematic Design; Construction cost estimates	LUMP SUM	$22,150.99	AUG 16,2006
180 calendar days [AINBINDER]			
TOLL BRIDGE ACROSS THE BRAZOS RIVER at UNIVERSITY BOULEVARD			
FORT BEND COUNTY			
Ft Bend county transferred project to the Authority			22-Jul-08
KBR			
Feasibility Study			Transferred from Ft Bend County - 7/22/2008

FORT BEND COUNTY TOLLROAD AUTHORITY
OPERATIONS -- PARKWAY SECTION A & WESTPARK
SUMMARY OF INVOICES FOR BOARD APPROVAL
January 21, 2009

PAYEE	REFERENCE/ INVOICE #	AMOUNT
ALLEN BOONE HUMPHRIES ROBINSON, LLP	30343	251.90
	30340	762.50
	30338	6,015.71
BROWN & GAY ENGINEERS INC	12-8006	4,520.00
JIM CONDREY	Dec 3,10, 2008	325.55
FORT BEND COUNTY (CONTRACT DEPUTY)		
HARRIS COUNTY TOLL ROAD AUTHORITY		
THE DAVID HUNTER LAW FIRM	12-Dec-08	500.00
LINEBARGER GOGGAN BLAIR & SAMPSON LLP		
PAMELA M LOGSDON		
PROSPERITY BANK	30-Nov-08	55.95
CHARLES RENCHER		
MICHAEL E. STONE	101-29-8123	172.50
	101-04-8122	13,207.50
	101-07-7	150.00
	010-04-34	9,487.50
BOBBIE A TALLAS	10-Dec-08	150.00
CLIFF TERRELL	Dec 3,10, 2008	336.85
WJ INTEREST	31-Dec-08	1,729.25
JOE R ZIMMERMAN	Dec 3,10, 2008	308.00
TOTAL OPERATIONS -- PARKWAY SECTION A and WESTPARK		**37,973.21**

14-Jan-09

Pamela M. Logsdon
Certified Public Accountant
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FT BEND CO TOLLROAD AUTH - OPERATIONS
REVENUES AND EXPENSES FROM TOLL OPERATIONS
October through November 2008

	TOTAL	1PARKWAY SEC.A	2WESTPARK	3ADMINISTRATIVE
Income				
4000 · TOLL COLLECTIONS				
4001 · TOLL COLLECTIONS - EZTAG	2,451,479.25	1,071,306.65	1,380,172.60	-
4005 · TOLL COLLECTIONS - VIOLATIONS	118,002.52	-	-	118,002.52
Total Income	**2,569,481.77**	**1,071,306.65**	**1,380,172.60**	**118,002.52**
Expense				
6000 · 1OPERATIONAL EXPENSES				
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	88,000.00	48,000.00	40,000.00	-
6026 · MAINTENANCE - OTHER	4,520.00	2,260.00	2,260.00	-
6030 · TOLL COLLECTION SERVICES[HCTRA]				
6031 · TOLL COLLECTIONS-EZ TAG	201,295.10	87,965.03	113,330.07	-
6035 · TOLL COLLECTIONS-VIOLATIONS	69,046.39	-	-	69,046.39
6039 · COLLECTION ATTORNEY	45,000.00	-	-	45,000.00
6040 · SECURITY & LAW ENFORCEMENT	56,886.96	28,443.48	28,443.48	-
6110 · ELECTRICITY	15,900.96	3,897.34	12,003.62	-
6910 · LATE FEES	18.40	18.40	-	-
6950 · SPECIAL PROJECTS				
6956 · PKWAY @ Hwy 6-ACCESS ANALYSIS	150.00	150.00	-	-
7000 · 3ADMINISTRATIVE EXPENSES				
7005 · DIRECTOR PER DIEMS	1,350.00	-	-	1,350.00
7020 · ACCOUNTING	4,000.00	-	-	4,000.00
7040 · BANK SERVICE CHARGES	124.65	-	-	124.65
7045 · TELEPHONE	58.84	-	-	58.84
7050 · LEGAL - GENERAL	4,507.42	140.00	-	4,367.42
7120 · MANAGEMENT	20,845.00	1,130.00	500.00	19,215.00
Total Expense	**511,703.72**	**172,004.25**	**196,537.17**	**143,162.30**
Net Ordinary Income	**2,057,778.05**	**899,302.40**	**1,183,635.43**	**(25,159.78)**
DEBT SERVICE - INTEREST	**(1,120,494.64)**	**(520,714.44)**	**(599,780.20)**	**-**
Net Income	**937,283.41**	**378,587.96**	**583,855.23**	**(25,159.78)**

FT BEND CO TOLLROAD AUTH - OPERATIONS
BUDGET vs ACTUAL
October through November 2008

	1PARKWAY SEC.A		2WESTPARK		3ADMINISTRATIVE		TOTAL	
	Oct - Nov 08	Budget	Oct - Nov 08	Budget	Oct - Nov 08	Budget	Oct - Nov 08	Budget
Income								
4000 · TOLL COLLECTIONS								
4001 · TOLL COLLECTIONS - EZTAG	1,071,306.65	1,334,442.42	1,380,172.60	1,668,353.55	-		2,451,479.25	3,002,795.97
4005 · TOLL COLLECTIONS - VIOLATIONS	-		-		118,002.52	85,154.00	118,002.52	85,154.00
5999 · INTEREST INCOME	-		-		-	62,610.00	-	62,610.00
Total Income	1,071,306.65	1,334,442.42	1,380,172.60	1,668,353.55	118,002.52	147,764.00	2,569,481.77	3,150,559.97
Expense								
6000 · 1OPERATIONAL EXPENSES								
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	48,000.00	43,124.90	40,000.00	43,125.00	-		88,000.00	86,249.90
6020 · M & R - TOLL COLLECTION EQUIP	-	4,166.70	-	4,166.70	-		-	8,333.40
6026 · MAINTENANCE - OTHER	2,260.00		2,260.00		-		4,520.00	-
6030 · TOLL COLLECTION SERVICES[HCTRA]								
6031 · TOLL COLLECTIONS-EZ TAG	87,965.03	134,902.00	113,330.07	292,667.50	-		201,295.10	427,569.50
6035 · TOLL COLLECTIONS-VIOLATIONS	-		-		69,046.39	40,989.50	69,046.39	40,989.50
6039 · COLLECTION ATTORNEY	-		-		45,000.00	47,575.70	45,000.00	47,575.70
6040 · SECURITY & LAW ENFORCEMENT	28,443.48	34,172.50	28,443.48	34,172.50	-		56,886.96	68,345.00
6110 · ELECTRICITY	3,897.34	12,456.65	12,003.62	18,780.05	-		15,900.96	31,236.70
6910 · LATE FEES	18.40		-		-		18.40	-
6950 · SPECIAL PROJECTS								
6956 · PKWAY @ Hwy 6-ACCESS ANALYSIS	150.00	62,500.00	-		-		150.00	62,500.00
6958 · UNIVERSITY BRIDGE FEASIBILITY	-		-		-	27,500.00	-	27,500.00
7000 · 3ADMINISTRATIVE EXPENSES								
7005 · DIRECTOR PER DIEMS	-		-		1,350.00	1,500.00	1,350.00	1,500.00
7020 · ACCOUNTING	-		-		4,000.00	5,100.00	4,000.00	5,100.00
7040 · BANK SERVICE CHARGES	-		-		124.65	300.00	124.65	300.00
7045 · TELEPHONE	-		-		58.84		58.84	-
7050 · LEGAL - GENERAL	140.00		-		4,367.42	11,200.00	4,507.42	11,200.00
7110 · INSURANCE	-		-		-	2,500.00	-	2,500.00
7120 · MANAGEMENT	1,130.00	7,950.00	500.00	7,150.00	19,215.00	12,300.00	20,845.00	27,400.00
7190 · CONTINGENCIES - ADMIN	-		-		-	41,666.70	-	41,666.70
Total Expense	172,004.25	299,272.75	196,537.17	400,061.75	143,162.30	190,631.90	511,703.72	889,966.40
Net Ordinary Income	899,302.40	1,035,169.67	1,183,635.43	1,268,291.80	(25,159.78)	(42,867.90)	2,057,778.05	2,260,593.57
DEBT SERVICE - INTEREST	(520,714.44)		(599,780.20)		-		(1,120,494.64)	-
Net Income	378,587.96	1,035,169.67	583,855.23	1,268,291.80	(25,159.78)	(42,867.90)	937,283.41	2,260,593.57

FT BEND CO TOLLROAD AUTH - OPERATIONS
FYE 2009 - BUDGET SUMMARY

	APPROVED 2009	PARKWAY 2009	WESTPARK 2009	ADMIN 2009
Income				
4000 · TOLL COLLECTIONS				
4001 · TOLL COLLECTIONS - EZTAG	18,017,388	8,007,266.55	10,010,121.04	
4003 · TOLL COLLECTIONS - CASH	0			
4005 · TOLL COLLECTIONS - VIOLATIONS	510,924			510,924.00
5999 · INTEREST INCOME	375,660			375,660.00
Total Income	18,903,972	8,007,266.55	10,010,121.04	886,584.00
	18,903,971.59			
Expense				
6009 · 1OPERATIONAL EXPENSES				
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	517,500	258,749.50	258,750.00	
6020 · M & R - TOLL COLLECTION EQUIP	50,000	25,000.00	25,000.00	
6030 · TOLL COLLECTION SERVICES[HCTRA]				
6031 · TOLL COLLECTIONS-EZ TAG	2,565,417	809,412.00	1,756,005.20	
6033 · TOLL COLLECTIONS-CASH	0			
6035 · TOLL COLLECTIONS-VIOLATIONS	245,937			245,937.00
6039 · COLLECTION ATTORNEY	285,455			285,454.50
6040 · SECURITY & LAW ENFORCEMENT	410,070	205,035.00	205,035.00	
6110 · ELECTRICITY	187,420	74,739.65	112,680.45	
Projects				
Lake Olympia Ramp Modifications	100,000	100,000.00		
Slope Paving Repairs @ 99/Westpark	50,000		50,000.00	
Hwy 6 Right Turn Lane	375,000	375,000.00		
University Bridge Feasibility Study	165,000			165,000.00
Parkway - Segment B (design / construction)	0			
ROW for future projects	0			
6910 · LATE FEES	0			
7000 · 3ADMINISTRATIVE EXPENSES				
7005 · DIRECTOR PER DIEMS	9,000			9,000.00
7020 · ACCOUNTING	30,600			30,600.00
7030 · ADVERTISING	0			-
7040 · BANK SERVICE CHARGES	1,800			1,800.00
7050 · LEGAL - GENERAL	67,200			67,200.00
7055 · LEGAL - TxDOT	0			
7110 · INSURANCE	15,000			15,000.00
7120 · MANAGEMENT	164,400	47,700.00	42,900.00	73,800.00
7130 · OFFICE RENT	0			
***** - GIS Services	75,000			75,000.00
7190 · CONTINGENCIES - ADMIN	250,000			250,000.00
Total Expense	5,564,798	1,895,636.15	2,450,370.65	1,218,791.50
	5,564,798			
Net Income - Available for Debt Service	13,339,173			
Debt Service				
Net Income				

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A
November 30, 2008

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
EZTAG	41,224,170.35	(3,404,729.00)	37,819,441.35	264,650.25	68,060,858
CASH	6,072,073.70	(735,963.36)	5,336,110.34	---	9,199,542
VIOLATIONS	1,494,199.41	(805,361.65)	311,216.39	---	
	80,909.90	(80,909.90)	377,621.37		
TOTALS	**$48,871,353.36**	**($5,026,963.91)**	**$43,844,389.45**	**$264,650.25**	**77,260,400**
	0.00	0.00	0.00	0.00	0.00
FYE 2005	3,796,860.43	(335,096.77)	3,461,763.66	3,478.25	5,030,054
FYE 2006	11,284,990.94	(1,139,501.92)	10,145,489.02	19,585.75	17,880,376
FYE 2007	15,504,416.81	(1,664,631.90)	13,839,784.91	74,374.35	24,740,002.00
FYE 2008	15,715,563.41	(1,617,351.83)	14,098,211.58	136,694.90	25,587,275.00
FYE 2009	2,569,521.77	(270,381.49)	2,299,140.28	30,517.00	4,022,693.00
TOTALS	**$48,871,353.36**	**($5,026,963.91)**	**$43,844,389.45**	**$264,650.25**	**77,260,400**
	0.00	0.00	0.00	0.00	0.00

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A
November 30, 2008

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
Aug-04	6,188.35	(796.18)	5,392.17	0.00	12,007
Sep-04	145,229.81	(18,895.05)	126,334.76	122.00	180,314
Oct-04	181,792.90	(22,482.29)	159,310.61	101.00	233,798
Nov-04	183,365.00	(24,701.31)	158,663.69	175.50	233,030
Dec-04	196,525.47	(26,064.28)	170,461.19	192.50	254,262
Jan-05	217,164.72	(27,920.97)	189,243.75	224.75	279,691
Feb-05	217,073.06	(31,645.86)	185,427.20	137.00	275,492
Mar-05	260,409.40	(33,571.05)	226,838.35	152.50	333,231
Apr-05	281,019.27	(32,401.86)	248,617.41	186.00	362,023
May-05	314,452.30	(48,043.97)	266,408.33	214.75	392,814
Jun-05	326,378.02	(39,857.22)	286,520.80	189.25	403,226
Jul-05	316,080.78	(39,132.50)	276,948.28	266.50	394,587
Aug-05	565,524.51	(93,368.58)	472,155.93	663.50	847,434
Sep-05	530,917.94	(89,493.66)	441,424.28	853.00	828,145
REFUND-LETTER FEE	**54,738.90**	**193,278.01**	**248,016.91**	----	----
Oct-05	757,979.26	(128,656.84)	629,322.42	921.25	1,200,086
Nov-05	751,937.42	(123,517.46)	628,419.96	1,154.50	1,187,547
REFUND-LETTER FEE	**26,171.00**	**103,433.46**	**129,604.46**	----	----
Dec-05	791,502.14	(78,022.96)	713,479.18	1,296.00	1,255,506
Jan-06	849,028.46	(83,681.60)	765,346.86	1,291.75	1,336,357
Feb-06	821,234.09	(79,614.30)	741,619.79	1,250.50	1,311,867
Mar-06	980,824.49	(96,100.27)	884,724.22	1,572.25	1,555,179
Apr-06	968,163.32	(97,032.15)	871,131.17	1,488.50	1,552,652
May-06	1,042,880.53	(105,867.95)	937,012.58	1,460.25	1,658,529
Jun-06	1,030,227.61	(107,283.64)	922,943.97	1,762.50	1,631,165
Jul-06	1,005,198.42	(106,097.10)	899,101.32	1,663.00	1,584,323
Aug-06	1,150,678.63	(119,901.71)	1,030,776.92	3,066.50	1,834,102
Sep-06	1,109,165.57	(117,159.40)	992,006.17	2,658.75	1,773,063
Oct-06	1,206,506.64	(125,497.12)	1,081,009.52	2,897.75	1,930,183
Nov-06	1,174,350.41	(124,795.13)	1,049,555.28	3,705.25	1,871,241
Dec-06	1,180,866.42	(128,637.62)	1,052,228.80	4,425.75	1,877,783
Jan-07	1,212,137.51	(129,755.31)	1,082,382.20	4,264.75	1,917,767
Feb-07	1,230,956.48	(133,828.83)	1,097,127.65	4,881.75	1,928,823
Mar-07	1,402,304.21	(150,356.22)	1,251,947.99	6,842.25	2,237,536
Apr-07	1,341,818.44	(145,446.38)	1,196,372.06	6,445.05	2,132,644
May-07	1,388,351.44	(154,356.33)	1,233,995.11	6,990.25	2,220,698
Jun-07	1,319,289.61	(143,302.64)	1,175,986.97	7,871.50	2,114,107
Jul-07	1,286,594.18	(134,906.46)	1,151,687.72	8,031.05	2,070,193
Aug-07	1,440,929.23	(156,871.77)	1,284,057.46	9,215.00	2,302,727

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A

November 30, 2008

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
Sep-07	1,320,312.24	(136,878.09)	1,183,434.15	8,804.00	2,136,300
Oct-07	1,473,736.91	(154,402.69)	1,319,334.22	10,114.45	2,372,681
Nov-07	1,341,690.80	(121,346.27)	1,220,344.53	10,541.50	2,192,155
Dec-07	1,339,117.71	(135,434.00)	1,203,683.71	10,501.75	2,170,342
Jan-08	1,378,359.69	(143,631.11)	1,234,728.58	10,591.35	2,222,082
Feb-08	1,368,533.10	(140,559.70)	1,227,973.40	10,269.75	2,225,716
Mar-08	1,435,463.04	(149,312.53)	1,286,150.51	12,106.75	2,345,398
Apr-08	1,420,293.59	(147,363.75)	1,272,929.84	11,732.55	2,365,325
May-08	1,439,307.82	(148,718.13)	1,290,589.69	12,596.80	2,385,564
Jun-08	1,351,422.34	(139,965.31)	1,211,457.03	12,990.50	2,221,580
Jul-08	1,269,407.51	(131,294.94)	1,138,112.57	12,636.50	2,058,390
Aug-08	1,236,480.83	(128,584.79)	1,107,896.04	14,903.50	1,990,566
Sep-08	661,750.07	(76,738.61)	585,011.46	7,709.50	1,037,476
Oct-08	1,371,050.66	(145,273.31)	1,225,777.35	15,605.75	2,151,944
Nov-08	1,198,471.11	(125,108.18)	1,073,362.93	14,911.25	1,870,749
TOTALS	**$48,871,353.36**	**($5,026,963.91)**	**$43,844,389.45**	**$264,650.25**	**77,260,400**

FORT BEND COUNTY TOLLROAD AUTHORITY

DEBT SERVICE PAYMENTS

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FYE OCT 1-SEPT 30	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
	PRIN 1-Mar	INT MAR 1 & SEP 1	TOTAL	PRIN 1-Mar	INT MAR 1 & SEP 1	TOTAL	PRIN	INT	TOTAL
~~2004-PAID~~		~~4,083,648.61~~	~~4,083,648.61~~					~~4,083,648.61~~	~~4,083,648.61~~
~~2005-PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~4,798,241.67~~	~~4,798,241.67~~		~~7,952,991.67~~	~~7,952,991.67~~
~~2006-PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~3,598,681.26~~	~~3,598,681.26~~		~~6,753,431.26~~	~~6,753,431.26~~
~~2007-PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~3,598,681.26~~	~~3,598,681.26~~		~~6,753,431.26~~	~~6,753,431.26~~
~~2008-PAID~~		~~3,154,750.00~~	~~3,154,750.00~~		~~3,598,681.26~~	~~3,598,681.26~~		~~6,753,431.26~~	~~6,753,431.26~~
2009		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2010		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2011	1,000,000.00	3,134,750.00	4,134,750.00	400,000.00	3,590,681.26	3,990,681.26	1,400,000.00	6,725,431.26	8,125,431.26
2012	1,000,000.00	3,094,750.00	4,094,750.00	645,000.00	3,570,990.63	4,215,990.63	1,645,000.00	6,665,740.63	8,310,740.63
2013	1,000,000.00	3,054,750.00	4,054,750.00	900,000.00	3,541,300.00	4,441,300.00	1,900,000.00	6,596,050.00	8,496,050.00
2014	1,145,000.00	3,006,125.00	4,151,125.00	1,200,000.00	3,493,300.00	4,693,300.00	2,345,000.00	6,499,425.00	8,844,425.00
2015	1,300,000.00	2,945,000.00	4,245,000.00	1,520,000.00	3,425,300.00	4,945,300.00	2,820,000.00	6,370,300.00	9,190,300.00
2016	1,600,000.00	2,872,500.00	4,472,500.00	1,930,000.00	3,336,637.50	5,266,637.50	3,530,000.00	6,209,137.50	9,739,137.50
2017	1,850,000.00	2,786,250.00	4,636,250.00	2,390,000.00	3,223,237.50	5,613,237.50	4,240,000.00	6,009,487.50	10,249,487.50
2018	2,150,000.00	2,686,250.00	4,836,250.00	2,900,000.00	3,088,000.00	5,988,000.00	5,050,000.00	5,774,250.00	10,824,250.00
2019	2,500,000.00	2,570,000.00	5,070,000.00	3,050,000.00	2,939,250.00	5,989,250.00	5,550,000.00	5,509,250.00	11,059,250.00
2020	2,800,000.00	2,437,500.00	5,237,500.00	3,200,000.00	2,783,000.00	5,983,000.00	6,000,000.00	5,220,500.00	11,220,500.00
2021	2,950,000.00	2,293,750.00	5,243,750.00	3,370,000.00	2,618,750.00	5,988,750.00	6,320,000.00	4,912,500.00	11,232,500.00
2022	3,100,000.00	2,142,500.00	5,242,500.00	3,550,000.00	2,445,750.00	5,995,750.00	6,650,000.00	4,588,250.00	11,238,250.00
2023	3,250,000.00	1,983,750.00	5,233,750.00	3,725,000.00	2,263,875.00	5,988,875.00	6,975,000.00	4,247,625.00	11,222,625.00
2024	3,450,000.00	1,816,250.00	5,266,250.00	3,915,000.00	2,072,875.00	5,987,875.00	7,365,000.00	3,889,125.00	11,254,125.00
2025	3,600,000.00	1,640,000.00	5,240,000.00	4,120,000.00	1,872,000.00	5,992,000.00	7,720,000.00	3,512,000.00	11,232,000.00
2026	3,800,000.00	1,455,000.00	5,255,000.00	4,330,000.00	1,660,750.00	5,990,750.00	8,130,000.00	3,115,750.00	11,245,750.00
2027	4,000,000.00	1,260,000.00	5,260,000.00	4,550,000.00	1,438,750.00	5,988,750.00	8,550,000.00	2,698,750.00	11,248,750.00
2028	4,200,000.00	1,055,000.00	5,255,000.00	4,780,000.00	1,205,500.00	5,985,500.00	8,980,000.00	2,260,500.00	11,240,500.00
2029	4,400,000.00	840,000.00	5,240,000.00	5,030,000.00	960,250.00	5,990,250.00	9,430,000.00	1,800,250.00	11,230,250.00
2030	4,650,000.00	613,750.00	5,263,750.00	5,290,000.00	702,250.00	5,992,250.00	9,940,000.00	1,316,000.00	11,256,000.00
2031	4,850,000.00	376,250.00	5,226,250.00	5,560,000.00	431,000.00	5,991,000.00	10,410,000.00	807,250.00	11,217,250.00
2032	5,100,000.00	127,500.00	5,227,500.00	5,840,000.00	146,000.00	5,986,000.00	10,940,000.00	273,500.00	11,213,500.00
TOTALS	63,695,000	67,203,773.61	130,898,773.61	72,195,000	73,601,094.86	145,796,094.86	135,890,000.00	140,804,868.47	276,694,868.47
		x-foot---->	130,898,774		x-foot---->	145,796,095		x-foot---->	276,694,868
		Diff---->	0.00		Diff---->	0.00		Diff---->	0.00

OVERALL AVERAGES	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
# OF YEARS	29			28					
YRLY AVG	2,196,379.31	2,317,371.50	4,513,750.81	2,578,392.86	2,628,610.53	5,207,003.39			$ 9,720,754.20
MOTHLY AVG	$ 183,031.61	$ 193,114.29	$ 376,145.90	$ 214,866.07	$ 219,050.88	$ 433,916.95	$ 397,897.68	$ 412,165.17	$ 810,062.85

AVERAGES 2011 - 2032	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
# OF YEARS	22								
TOTAL PMT 2011-2032	63,695,000	44,191,625	107,886,625	72,195,000	50,809,447	123,004,447	$ 135,890,000.00	$ 95,001,071.89	$ 230,891,071.89
YRLY AVG	$ 2,895,227.27	$ 2,008,710.23	$ 4,903,937.50	$ 3,281,590.91	$ 2,309,520.31	$ 5,591,111.22	$ 6,176,818.18	$ 4,318,230.54	$ 10,495,048.72
MOTHLY AVG	$ 241,268.94	$ 167,392.52	$ 408,661.46	$ 273,465.91	$ 192,460.03	$ 465,925.94	$ 514,734.85	$ 359,852.55	$ 874,587.39

FORT BEND COUNTY TOLLROAD AUTHORITY
CONTRACTS AWARDED
January 21, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
MICHAEL BAKER, JR., INC.			
GIS SERVICES	LUMP SUM	$75,000	September 19, 2007
BROWN & GAY			
Engineering for Lane Closure at Main Lane Toll Plaza-Parkway A		$2,500	March 21, 2007
Engineering for traffic control design to convert Parkway A to electronic tolling		$17,846	December 19, 2007
Construction Inspection Parkway A Conversion to EZ Tag		$7,980	March 19, 2008
Annual System Inspection and Report [Roadway, Bridges and Buildings]			March 19, 2008
9331.00 Parkway A [43%]		$9,331	
Weatpark A [57%]		$12,369	
CARTER & BURGESS, INC.			March 19, 2008
Right Turn Lane SH6 westbound to Parkway A Northboun	LUMP SUM	$52,348	
CONSTABLE PRECENT 4, FORT BEND COUNTY			
PARKWAY & WESTPARK - Three Sheriff's Car to Patrol Five days a Week, Eight hours a Day	OCT 1,2008-SEP 30,2009	$341,321.58	24-Sep-08
CRAIG & HEIDT, INC.			
Remove a driveway - Parkway Section A		$14,620.00	24-Sep-08
DIRECTOR FEE COMPENSATION	EFFECTIVE MARCH 1, 2006	$150 per day	Feb 15,2006
ETC			
Additional Toll Equipment		$72,321	March 21, 2007
HARRIS COUNTY			
[1] Toll Operations and Maintenance and Toll Collection System [cost-various] Harris Co. will operate & maintain Ft. Bend Co.'s section			Aug.20,2003
[2] JORGENSEN - Maintenance Contract [Routine maintenance, service calls, mowing, incident response] Bill Jameson to approve work orders. Cost to be deducted from monthly toll revenue			Aug. 18, 2004
[3] JOINT CONSTRUCTION ,MAINTENANCE & OPERATION OF WESTPARK EXTENSION			Apr 20,2005
H-GAC ENERGY PURCHASING CORPORATION Negotiate the purchase of electricity			February 21, 2007
DAVID HUNTER			
ADMINISTRATIVE HEARING JUDGE		$500/Hearing	Mar 16,2005
JERDON ENTERPRISE, LP			
Median @ Chasewood Drive - Parkway A - Construction		$49,440	March 19, 2008
EZ Tag Coversion - Parkway A-Operations		190,800	
Change Order #1 - Parkway A-Operations		4,035	September 24, 2008
		$ 244,275.00	**FINAL**

FORT BEND COUNTY TOLLROAD AUTHORITY
CONTRACTS AWARDED
January 21, 2009

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP			
Toll Violation Collection Services			Jul. 21,2004
$50.00 LETTER FEE - 31 days after $15 letter fee			Feb. 20, 2008
$25.00 CITATION - Issued for Administrative Hearing			
$50.00 Account Prosecuted at Admin. Hearing			
MARION MONTGOMERY, INC.			
Web Site Setup and Management		7,735.00	Mar 17,2004
Public Outreach EZ Tag Conversion Parkway A	Not to Exceed	15,000.00	16-Mar-08
MICHAEL E. STONE, PMP dba PROFESSIONAL PROJECT MANAGEMENT SERVICES			
Operations Manager		$ 135,600 per year	May 31, 2006
M Stone - 16 hours per month @$150/hour			
C Essex - 20 hours per week @ $75/hour			
Staff FBCTRA Office - 24 hours per month @ $45/hour			
ORDER ESTABLISHING TOLL RATE SCHEDULE & SPEED LIMIT			Jul. 21,2004
TERRA SERVICES		$265 per month	Mar 16,2005
TRANS CORE, LP			
Violation Enforcement Equipment - EZ Tag Conversion		$34,737	May 21, 2008
TOLL VIOLATION HEARING FEE		$265 per month	Mar 16,2005
FORT BEND COUNTY MUD NO. 50			
Storm Sewer Easement for the Westpark Corridor			Oct. 19,2005

DEBT SERVICE SCHEDULE

SEMI-ANNUAL INTEREST PAYMENTS DUE	- MARCH 1	$1,577,375.00	PARKWAY SEC. A
THROUGH SEPTEMBER 1, 2010	$3,376,715.63	$1,799,340.63	WESTPARK
	- SEPTEMBER 1	$1,577,375.00	PARKWAY SEC. A
	$3,376,715.63	$1,799,340.63	WESTPARK

AGENDA ITEM

13A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: Jan 14,2009	**Department: Parks/Fairgrounds**
Court Agenda Date: Jan 27, 2009	**Phone Number: 281 642 3716.**

SUMMARY OF ITEM: Approve Pay Application for Evan Construction/ Fairground Expansion in the amount of $77670.00 for construction services regarding Fairground Pavilion Expansion.

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

List Supporting Documents Attached: Yes

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO x

FUNDNG SOURCE: Accounting Unit:100687888 Account Number: 64500

REQUIRES AUDITOR TO CERTIFY FUNDS: YES X 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 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)
☐	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)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

PM90001

PAYMENT APPLICATION

TO:	County Auditor 301 Jackson Richmond, Texas 77469 Attn:	PROJECT NAME AND LOCATION:	K820 Exhibition Building Expansion 4310 Highway 36 Rosenberg, Texas 77471	APPLICATION # PERIOD THRU: PROJECT #s: DATE OF CONTRACT:	2 12/23/2008 P.O. 20618 09/05/2008
FROM:	Evans Construction P. O. Box 1857 Sugar Land, Texas 77487	ARCHITECT:			
FOR:	Fairground Exhibition Expansion				

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

JAN 0 8 2009

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	CONTRACT AMOUNT		$250,000.00
2.	SUM OF ALL CHANGE ORDERS		$0.00
3.	CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$250,000.00
4.	TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$233,140.00
5.	RETAINAGE:		
	a. 10.00% of Completed Work (Columns D + E on Continuation Page)	$23,314.00	
	b. 10.00% of Material Stored (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$23,314.00
6.	TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$209,826.00
7.	LESS PREVIOUS PAYMENT APPLICATIONS		$132,156.00
8.	PAYMENT DUE		$77,670.00
9.	BALANCE TO COMPLETION (Line 3 minus Line 6)	$40,174.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Evans Construction

By: _____ Date: 12-23-08

State of: Texas

County of: Ft. Bend

Subscribed and sworn to before me this 23rd day of December 2008

DIANA G. JONES
MY COMMISSION EXPIRES
June 6, 2010

Notary Public: Diana G. Jones

My Commission Expires: June 6, 2010 Diana G. Jones

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made

CERTIFIED AMOUNT 11610.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: 1/6/09

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

#46467
008-089

RECEIVED
JAN - 8 2009

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: K820
Exhibition Building Expansion

APPLICATION #: 2
DATE OF APPLICATION: 12/23/2008
PERIOD THRU: 12/23/2008
PROJECT #s: P.O. 20616

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Design	$47,500.00	$47,500.00	$0.00	$0.00	$47,500.00	100%	$0.00	
2	Foundation	$76,740.00	$76,740.00	$0.00	$0.00	$76,740.00	100%	$0.00	
3	Pavilion Addition	$62,457.00	$0.00	$59,000.00	$0.00	$59,000.00	94%	$3,457.00	
4	Existing Pavilion	$23,980.00	$8,000.00	$14,000.00	$0.00	$22,000.00	92%	$1,980.00	
5	Insulation	$13,823.00	$0.00	$10,000.00	$0.00	$10,000.00	72%	$3,823.00	
6	Electrical	$4,200.00	$0.00	$0.00	$0.00	$0.00	0%	$4,200.00	
7	Gas/Water Line	$3,800.00	$3,800.00	$0.00	$0.00	$3,800.00	100%	$0.00	
8	Bond	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100%	$0.00	
9	OV/P	$10,000.00	$3,300.00	$3,300.00	$0.00	$6,600.00	66%	$3,400.00	
	TOTALS	$250,000.00	$146,840.00	$86,300.00	$0.00	$233,140.00	93%	$16,860.00	

Quantum Software Solutions, Inc. Document

FORT BEND COUNTY FY 2009 **AGENDA ITEM**

COMMISSIONERS COURT AGENDA REQUEST FORM 138

Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: Jan 21 2009	**Submitted By: M.Davis**
	Department: Parks & Fairgrounds
Court Agenda Date: Jan 27,2009	**Phone Number: 281-642-3716**

SUMMARY OF ITEM: Approve pay application # 3 (Exhibition Building Expansion) for construction services at the Fort Bend County Fairgrounds in the amount of $15,174.00 to Evans Construction.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES x NO ☐

FUNDNG SOURCE: Accounting Unit:100687888 Account Number: 64500
Activity (If Applicable): P687-08FGPAVILL

REQUIRES AUDITOR TO CERTIFY FUNDS: YES x 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 x☐ (✓ when completed)
If by E-Mail to 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:

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)
☐	Information Technology	(281-341-4526)	x☐	County Clerk	(281-341-8697)
☐	Other:		x☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

PAYMENT APPLICATION

TO:	County Auditor 301 Jackson Richmond, Texas 77469 Attn:	PROJECT NAME AND LOCATION:	K820 Exhibition Building Expansion 4310 Highway 36 Rosenberg, Texas 77471	APPLICATION # PERIOD THRU: PROJECT #s:	3 01/13/2009 P.O. 20618
FROM:	Evans Construction P. O. Box 1857 Sugar Land, Texas 77487	ARCHITECT:		DATE OF CONTRACT:	09/05/2008
FOR:	Fairground Exhibition Expansion				

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT			$250,000.00
2. SUM OF ALL CHANGE ORDERS			$0.00
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)		$250,000.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)			$250,000.00
5. RETAINAGE:			
a. 10.00% of Completed Work (Columns D + E on Continuation Page)		$25,000.00	
b. 10.00% of Material Stored (Column F on Continuation Page)		$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)			$25,000.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)			$225,000.00
7. LESS PREVIOUS PAYMENT APPLICATIONS			$200,826.00
8. PAYMENT DUE			$15,174.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)		$25,000.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Evans Construction

By: _____ Date: 1/13/2009

State of: Texas

County of: Ft. Bend

Subscribed and sworn to before me this 13th day of January 2009

Notary Public: Diana G. Jones

My Commission Expires: June 5, 2010

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

#48259 No. 6551A

Date 1/21/09

CONTINUATION PAGE

PROJECT: K820
Exhibition Building Expansion

APPLICATION #: 3
DATE OF APPLICATION: 01/13/2009
PERIOD THRU: 01/13/2009
PROJECT #s: P.O. 20618

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Design	$47,500.00	$47,500.00	$0.00	$0.00	$47,500.00	100%	$0.00	
2	Foundation	$76,740.00	$76,740.00	$0.00	$0.00	$76,740.00	100%	$0.00	
3	Pavilion Addition	$62,457.00	$59,000.00	$3,457.00	$0.00	$62,457.00	100%	$0.00	
4	Existing Pavilion	$23,980.00	$22,000.00	$1,980.00	$0.00	$23,980.00	100%	$0.00	
5	Insulation	$13,823.00	$10,000.00	$3,823.00	$0.00	$13,823.00	100%	$0.00	
6	Electrical	$4,200.00	$0.00	$4,200.00	$0.00	$4,200.00	100%	$0.00	
7	Gas/Water Line	$3,800.00	$3,800.00	$0.00	$0.00	$3,800.00	100%	$0.00	
8	Bond	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100%	$0.00	
9	OV/P	$10,000.00	$6,600.00	$3,400.00	$0.00	$10,000.00	100%	$0.00	
	TOTALS	$260,000.00	$233,140.00	$16,860.00	$0.00	$260,000.00	100%	$0.00	

Quantum Software Solutions, Inc. Document

14

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 27, 2009

Consent Agenda:

1. Authorize advertising for bids/RFPS/Statement of Qualifications for the following:

   a. Construction of Missouri City Annex; 14B1
   b. Carpet; 14B2
   c. Elevator maintenance at Jail; 14B3
   d. Toner and ink cartridges; 14B4
   e. Culverts; 14B5
   f. Bridge material; 14B6
   g. Road material; 14B7
   h. Debris clearing, removal and disposal; 14B8

2. Authorize Change in Scope for Architect's and Construction Management agreements for Justice Center, and approve advertising for Statements of Qualification for Design/Build contractor for a parking garage on 40-Acre campus. 14A

AGENDA ITEM

15

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01.21.09	Submitted By: Laura Johnson Road + Bridge
	Department: Commissioner Pct. 1
Court Agenda Date: 01.27.09	Phone Number: 4556

SUMMARY OF ITEM: Approve Interlocal Agreement between Fort Bend County and the Town of Thompsons for refueling of its vehicles at the Fort Bend County fuel depot effective through 09/30/09.

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

List Supporting Documents Attached:

(Insurance Revd)

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
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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 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):

1-28-09 orig. ret. to Laura at Co Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE TOWN OF THOMPSONS

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through Commissioners Court ("**County**") and the **Town of Thompsons**, a municipal corporation of the State of Texas, acting herein by and through the Town Council ("**Town**").

WHEREAS, Town desires the **County's** assistance in the refueling of its vehicles; and,

WHEREAS, the **County** desires to assist **Town** by allowing said vehicles to be fueled at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of **Town** has duly authorized this Agreement; and,

WHEREAS, the governing body of **County** has duly authorized this Agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act;

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
FAIR COMPENSATION

The **County** will provide **Town** gasoline through a system designed to ensure accountability by **Town** using receipts and monthly billing for the gasoline at the same price the **County** was able to purchase. **County** will invoice, including two cents (2¢) per gallon administrative fee for gasoline received by **Town**. **Town** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

Town agrees, to the extent allowed by law, to indemnify and hold the **County** harmless with respect to any claim, demand or suit arising out of **Town's** activities under this Agreement.

III.
TERM

Either party may terminate, with or without cause, by giving at least ten (10) days written notice to the other party. The terms of this Agreement shall be effective on the date signed by the last party hereto and will terminate on **September 30, 2009**. The indemnification provision of Section II shall survive the termination of this Agreement.

Town further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **Town** will be given notice of the reduced amount for **Town's** consumption; or in the event **County's** fuel supply is drastically reduced, as determined by **County,** the Agreement may be subject to cancellation upon 10 days notice to **Town**.

IV.
LIABILITY COVERAGE

Town agrees to maintain General Liability Coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 in aggregate, and to provide the **County** with a certificate reflecting these limits.

COVERAGE SHALL BE WITH A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT. All coverage specified shall remain in effect during the term of this Agreement. Any termination of coverage shall result in immediate termination of this agreement.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing. Both parties waive liability for causes beyond parties' control, not the result of negligence. Venue for all purposes is Fort Bend County, Texas.

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
Arcola, Texas 77469
Attn: Robert E. Hebert, County Judge

Notices to **Town** shall be delivered to:

Town of Thompsons
P.O. Box 29
Thompsons, Texas 77481
Attn: Mayor

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

TOWN OF THOMPSONS

By: _____
Mayor

Date: 1-14-09

ATTEST:

Mary Ann Manna
Secretary

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 1-27-09

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

GDD/nh:Fuel Agr.THOMPSONS: 1310-Fuel (12/16/08; revised 01/12/09)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT BETWEEN FORT BEND COUNTY AND TOWN OF THOMPSONS

On this the 27 day of January, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Prestage, seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **Town of Thompsons** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

AS PER ORIGINAL

Entity Name . . . . . Thompsons
Entity ID 7167
Contract Type / ID . . LIAB / 10 10-01-08 to 10-01-09

LIABILITY DECLARATIONS OF COVERAGE

GENERAL LIABILITY

Limits of Liability	: $	2,000,000	Each Occurrence
Sudden Events Involving Pollution	: $	2,000,000	Each Occurrence
	: $	4,000,000	Annual Aggregate
Deductible	: $	2,500	Each Occurrence
Annual Contribution	: $	532	Effective : 10-01-08
Billable Contribution	: $	532	Anniversary: 10-01-09

LAW ENFORCEMENT LIABILITY

Limits of Liability	: $	2,000,000	Each Occurrence
	: $	4,000,000	Annual Aggregate
Deductible	: $	2,500	Each Occurrence
Annual Contribution	: $	529	Effective : 10-01-08
Billable Contribution	: $	529	Anniversary: 10-01-09

ERRORS & OMISSIONS LIABILITY

Limits of Liability	: $	2,000,000	Each Wrongful Act
	: $	4,000,000	Annual Aggregate
Deductible	: $	2,500	Deductible Each Wrongful Act
Annual Contribution	: $	932	Effective : 10-01-08
Billable Contribution	: $	932	Anniversary: 10-01-09

TOTAL CONTRIBUTION

Total Billable Contribution	: $	2,093	Contract Effective : 10-01-08
			Contract Anniversary: 10-01-09

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

AS PER ORIGINAL

Entity Name . . . . . Thompsons
Entity ID 7167
Contract Type / ID . . LIAB / 10 10-01-08 to 10-01-09

AUTOMOBILE DECLARATIONS OF COVERAGE

AUTOMOBILE LIABILITY

Limit of Liability	: $	2,000,000	Each Occurrence
Medical Payments Limit	: $	25,000	Each Person
Deductible	: $	2,500	Each Occurrence
Annual Contribution	: $	3,709	Effective : 10-01-08
Billable Contribution	: $	3,709	Anniversary: 10-01-09

AUTOMOBILE PHYSICAL DAMAGE

Limit of Coverage	: Per Schedule and Endorsements		
Deductibles	: $	500	Each Vehicle
	: $	10,000	*Each Occurrence
Annual Contribution	: $	1,106	Effective : 10-01-08
Billable Contribution	: $	1,106	Anniversary: 10-01-09

AUTOMOBILE CATASTROPHE

* * * * Coverage Not Selected * * * *

TOTAL CONTRIBUTION

Total Billable Contribution : $ 4,815 Contract Effective: 10-01-0[illegible]
Contract Anniversary: 10-01-[illegible]

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.

Schedule of Applicable Documents

Entity ID 7167
Entity Name . . . . . Thompsons
Contract type / ID . . LIAB / 10 10-01-08 to 10-01-09

ID	Document Name	Revision Date
L200	Liability Coverage Document	10-01-06
L201	Liability Declarations of Coverage	3-11-04
L209	Automobile Declarations of Coverage	6-08-06
X150	Schedule of Applicable Documents	10-09-97
L105	Liability Schedule	5-15-99
L102-1	Automobile Schedule	9-03-03
EL224	Fleet Automatic Coverage Basis	1-04-02
EL253	Additional Covered Party-Other Governmental Entity Limited to Activities of the Fund Member	7-22-02

Entity ID 7167
Entity Name . . . . . Thompsons
Contract type / ID . . LIAB / 10 10-01-08 to 10-01-09
Liability territory . . 006
Population 236

Class Code	Classification Description	Reported Exposure
OB100	Operating Budget-Total Expenditures	907,298
OB101	Operating Budget-Transfers	0
OB102	Operating Budget-Capital Improvements	527,000
OB103	Operating Budget-Welfare	0
OB104	Operating Budget-Separately Rated Exposures	94,580
OB105	Operating Budget-Contracted Services	43,815
OB106	Operating Budget-Other Non-rateable	0
44100B	Municipalities (0-2,500 Pop.) Rating Basis: Rateable budget	241,903
Coverage: 20	General Liability 10-01-08 to 10-01-09	
00010F	Paid Officers-Full-time Armed and/or with Arrest Power Rating Basis: Number armed and/or with arrest Power	1
Coverage: 21	Law Enforcement Liability 10-01-08 to 10-01-09	
00020	E&O Liability-Other than Housing Authority Rating Basis: Enter 1 to rate	1
Coverage: 22	Errors & Omissions Liability 10-01-08 to 10-01-09	

Notes Applicable to Fireworks and Special Events:
Sponsored Only : The actual operation or display is performed by independent contractors.
Primary Coverage: The actual operation or display is performed by your own employees or volunteers.

AS PER ORIGINAL

Texas Municipal League Inter[illegible]ernmental Risk Pool
Automobile Schedule
As of 10-01-08

Entity ID 7167
Entity Name . . . . . Thompsons
Contract type / ID . . LIAB / 10 10-01-08 to 10-01-09

Contributions shown on the Declarations of Coverage for your Automobile Coverages are based on the following schedule of vehicles, classifications, deductibles, limits and reported physical damage values. Valuations for claims purposes will be in accordance with provisions of the Coverage Document. There is no physical damage coverage for any vehicle where the APD Code shows No APD. Any changes or corrections may require adjustment to the contribution. Auto Catastrophe and Uninsured/ Underinsured Coverages apply only to vehicles for which "Yes" is shown under Auto Cat and UM/UIM columns.

APD Code : ACV = Actual Cash Value, AV = Agreed Value, OCN = Original Cost New, No APD = No Auto Physical Damage

Ded. Code : A = Combined APD (Collision and Comprehensive), B = Comprehensive only Deductible, C = Collision only Deductible
D = Specified Causes of Loss Deductible

Emergency Use: Indicates vehicle is equipped with emergency lighting

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased Ter.
1	1986 Chevrole	Unknown Van	0817 7909	Fire	ACV	500 -A		25,000	Yes	38
2	1989 Ford	Unknown Fire Truck-Tanker	1103 7909	Fire	ACV	500 -A		25,000	Yes	38
3	1980 Dodge	Power Wagon 200 Fire Truck	4487 7909	Fire	ACV	500 -A		25,000	Yes	38
5	2000 Ford	Explorer Truck-Sport Utility	8851 7912	Police	ACV	500 A		25,000	Yes	38
6	2001 Navistar	4900 Fire Truck	1676 7909	Fire	ACV	500 -A		25,000	Yes	38
8	1995 Ford	F150 1/2T Pickup	8452 01499	Public Works	No APD			25,000		38
9	2003 Ford	LTD Crown Victoria Pvt Pass-Police	5629 3P	Police	ACV	500 -A		25,000	Yes	38
10	1993 Chevrole	C1500 Pickup	3170 01499	Parks	ACV	500 -A		25,000		38

Grand Totals: 8 Items
Grand Totals for Coverages

Automobile Liability .....: 8 Items
Automobile Medical Payments .....: 8 Items
Automobile Physical Damage .....: 7 Items
Hired & Non-Owned Automobile .....: 2 Budgeted Full-Time Positions

BEST COPY AVAILABLE

Texas Municipal League Intergovernmental Risk Pool
Automobile Contribution Allocation Schedule
Sorted by Department by VIN

Entity ID / Name . . : 7167 / Thompsons
Contract Type / ID . : LIAB / 10 10-01-08 to 10-01-09

Contributions shown on the Declarations of Coverages for your automobile coverages are based on the following vehicles, Classifications, and reported physical damage values. Valuations for claims purposes will be in accordance with provisions of the coverage document. There is no physical damage coverage for any vehicle where the APD Value shows No APD. Any changes or corrections may require adjustments to the contributions.

Note: APD=Automobile Physical Damage, Comp=Comprehensive or Specified Causes of Loss, Med Pay=Automobile Medical Payments, UM/UIM=Uninsured/Underinsured Motorists

ID Ter.	VIN Year	Make Model	Class Type	APD Value	APD	Comp	Collision	Liability	Med Pay	UM/UIM	Vehicle Total
Department: Fire											
1 38	0817 1986	Chevrolet Unknown	7909 Van	8,000	101			528	Included		629
2 38	1103 1989	Ford Unknown	7909 Fire Truck-Tank	21,200	189			528	Included		717
6 38	1676 2001	Navistar 4900	7909 Fire Truck	65,200	353			528	Included		881
3 38	4487 1980	Dodge Power Wagon 200	7909 Fire Truck	10,000	126			528	Included		654
Department Totals: Vehicles 4				104,400	769			2,112			2,881
Department: Parks											
10 38	3170 1993	Chevrolet C1500	01499 Pickup	500	9			330	Included		339
Department Totals: Vehicles 1				500	9			330			339
Department: Police											

AS PER ORIGINAL

Texas Municipal League Intergovernmental Risk Pool
Automobile Contribution Allocation Schedule
Sorted by Department by VIN

Entity ID / Name . . : 7167 / Thompsons
Contract Type / ID . : LIAB / 10 10-01-08 to 10-01-09

ID Ter.	VIN Year	Make Model	Class Type	APD Value	APD	Comp	Collision	Liability	Med Pay	UM/UIM	Vehicle Total
Department: Police											
9 38	5629 2003	Ford LTD Crown Victo	3P Pvt Pass-Police	10,000	166			353	Included		519
5 38	8851 2000	Ford Explorer	7912 Truck-Sport Uti	9,737	162			528	Included		690
Department Totals:		Vehicles 2		19,737	328			881			1,209
Department: Public Works											
8 38	8452 1995	Ford F150 1/2T	01499 Pickup	No APD				330	Included		330
Department Totals:		Vehicles 1						330			330
		Hired & Non-Owned						56			56
Entity Totals:		Vehicles 8		124,637	1,106			3,709			4,815

AS PER ORIGINAL

AS PER ORIGINAL

FLEET AUTOMATIC COVERAGE BASIS

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

Automobile Physical Damage

It is agreed that Automobile Physical Damage Coverage is provided for all **automobiles** for which the **automobile** schedule attached to the **Declarations** at inception indicates that Automobile Physical Damage Coverage is provided and to all newly acquired **automobiles**. Newly acquired **automobiles** will have the broadest coverage now provided for any **automobile** shown on the **automobile** schedule.

Entity Name . . . . . Thompsons
Entity ID 7167

Contract Type / ID . . LIAB / 10 10-01-08 to 10-01-09
Endorsement ID . . . .
Endorsement Effective . 10-01-08

RECORDED ON 2-5-09
IN THE COMMISSIONER COURT
MINUTES OF 2-2-09

ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY
LIMITED TO ACTIVITIES OF THE FUND MEMBER

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

GENERAL LIABILITY
AUTOMOBILE LIABILITY
LAW ENFORCEMENT LIABILITY
ERRORS & OMISSIONS LIABILITY

Entity Name : Thompsons
Entity ID : 7167
Effective Date : 10/01/08

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a **covered party** the governmental entity named below, but only with respect to the liability arising out of activities of the **Fund Member**. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity: Fort Bend County
Address: 301 Jackson St
City, State & Zip Code: Richmond, TX 77469-3108

Description

As respects the agreement between the City of Thompsons, TX and Fort Bend County, TX for the purchase of gasoline for city owned vehicles.

16A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 14, 2009	**Submitted By: Karen Stell**
	Department: Tax
Court Agenda Date: January 27, 2008	**Phone Number: 281-341-3723**

SUMMARY OF ITEM: Summary Monthly Report of Property Taxes – December, 2008

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- *Completely fill out agenda form: incomplete forms will not be processed.*
- **Agenda Request Forms should 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 **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 Atny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please list on consent agenda to be recorded in Commissioners Court minutes for the office of Patsy Schultz – Summary Monthly Report of Property Taxes – December, 2008

Special Handling Requested (specify):

SUMMARY MONTHLY REPORT OF PROPERTY TAXES

COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FT BEND COUNTY, TEXAS DURING THE MONTH OF DECEMBER 2008

I, PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL PROPERTY TAXES COLLECTED DURING THE MONTH OF DECEMBER 2008, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ.

	CURRENT PAYMENTS	CURRENT P & I	DELINQUENT PAYMENTS	DELNQNT P & I	RENDITION PENALTY	REN PEN DISTRIB	MANUAL REFUNDS	MONTH TOTAL	YTD TOTAL
STATE	-	-	-	-	-	-	-	-	0 00
COUNTY	74,282,838.66	-	298,005 71	70,082.55	(42.70)	-	-	74,650,884.22	78,837,439 35
DRAINAGE	2,456,866.17	-	(11,616.12)	2,892 00	(1.60)	-	-	2,448,130.45	2,591,554.98
LR & FC	-	-	30.23	63.53	-	-	-	93.76	464.91
W C /R COLL	344,101.86	-	4,248.84	952.20	(0.21)	-	-	349,302.69	387,348 95
FEES-ATTORNEY	-	-	270,657 03	-	-	-	-	270,657.03	848,621.48
FB PKW	111,229.89	-	508 24	125.85	-	-	-	111,863.98	115,893 23
LAMAR CISD & CED	42,634,610.25	-	216,133.75	57,091.24	(16.57)	-	-	42,907,818.67	45,681,904.09
KENDLETON ISD &CED	202,602.85	-	2,720.96	1,288.70	-	-	-	206,612.51	231,211.54
FORT BEND ESD #4	635,056 21	-	1,993.55	399.02	-	-	-	637,448 78	683,287.53
FORT BEND ESD #3	29,604.56	-	376 91	42.99	-	-	-	30,024.46	35,048 03
FULSHEAR	56,304 01	-	966 74	233.75	-	-	-	57,504 50	65,392.05
RICHMOND	1,173,337 77	-	10,973.52	2,946.00	(6.84)	-	-	1,187,250.45	1,273,439 57
FBISD	130,666,375 41	-	491,742 03	112,090.85	(125.54)	-	-	131,270,082.75	138,177,252 68
FBISD CED	-	-	-	-	-	-	-	-	634.53
FBISD INACTIVE & CED INACTI	-	-	61.30	139.18	-	-	-	200 48	567.59
RENDITION PEN FBISD	-	-	-	-	-	-	-	-	0 00
UNL RDS	-	-	-	-	-	-	-	-	0 00
BEASLEY	31,693.89	-	635.52	150 77	-	-	-	34,500.18	42,237.95
ROSENBERG	2,302,065 04	-	15,885.99	3,824 10	(0.76)	-	-	2,321,774.37	2,527,371.67
ARCOLA	163,089.39	-	1,757.25	596.07	-	-	-	165,442 71	187,355.44
ORCHARD	15,075.94	-	47.79	5 40	-	-	-	15,129 13	18,223.14
KENDLETON	19,595 14	-	835 28	272.38	-	-	-	20,702.80	25,364.01
HARRIS FT BD ESD #100	1,616,809 73	-	21,593.28	953.36	-	-	-	1,639,256.37	1,723,184.54
MEADOWS PLACE	861,818.32	-	8,910.49	2,067.88	-	-	-	872,796.69	925,192.15
NEEDVILLE	230,732 69	-	1,524.82	401 50	-	-	-	232,659.01	255,819 56
SIMONTON	56,902.02	-	48.16	19.72	-	-	-	56,969.90	61,826 83
FT BD WATER SUPPLY#1	936,064.31	-	16,732.11	4,402.91	-	-	-	957,199 33	1,019,382.00
FT BD E S D #1	92,410.39	-	441.86	107.14	-	-	-	92,959.39	100,182.52
FT BD W C I D #2	1,235,212.73	-	11,205.36	2,701 00	(2.77)	-	-	1,249,116 32	1,307,143.69
R C C - STAFFORD	452,079.55	-	3,504.26	870.13	(0.84)	-	-	456,453.10	476,597 79
STAFFORD MSD & CED	5,712,342.62	-	48,701.32	12,313.48	(11.38)	-	-	5,773,346.04	6,036,632.23
CITY OF STAFFORD	-	-	-	-	-	-	-	-	0.00
NEEDVILLE MSD & CED	3,195,459.63	-	33,262 35	7,248.85	(1.67)	-	-	3,235,969.16	3,548,860.31
FT BD E S D # 2	1,337,061 39	-	8,575 35	404 60	(0.38)	-	-	1,346,041 16	1,424,552 67
ESD #5	813,680.21	-	-	-	-	-	-	813,680.21	544,934 83
FT BD M U D # 134-C	2,675 00	-	-	-	-	-	-	2,675.00	3,008 13
FT BD M U D #41	739,225 60	-	2,374 45	546.12	-	-	-	742,146.17	765,925 97
WILLOWFORK DRAINAGE	2,884,470 62	-	3,423.40	859 87	(0.01)	-	-	2,888,753.88	3,078,457.93
CINCO M U D #9	769,026.70	-	2,150.29	483 74	(0.03)	-	-	771,660.70	798,559 87
CITY OF MISSOURI CITY	10,941,806.23	-	68,297.19	16,447 49	(8.58)	-	-	11,026,542.33	11,616,489.81
H C C - MISSOURI CITY	1,636,783 78	-	6,086.18	1,490.45	(0 82)	-	-	1,644,359.59	1,717,065.24
FBC FRESH WATER #2	59,700 54	-	1,756.56	498.16	-	-	-	61,955.26	79,264.79
PID#2 ASSESSMENT	108,184.27	-	1,406.67	13.21	-	-	-	109,604.15	116,889.58
PID#4 ASSESSMENT	75,363.66	-	-	-	-	-	-	75,363.66	77,878.98
CITY OF SUGAR LAND	9,889,575.99	-	22,120.64	4,748 38	-	-	-	9,916,445.01	10,546,134 92
RENDITION PENALTY (INC SL)	-	-	0.02	0 01	-	220.90	-	220 93	650 51
RENDITION PEN FBISD CAD	-	-	-	-	-	-	-	-	0 00
NSF CK CHGES & TAX CERTIF	740.00	-	120.00	-	-	-	-	860.00	2,610.00
TOTAL	298,774,573.82	0.00	1,561,219.68	309,664.58	(220.90)	220.90	0.00	300,645,457.28	318,259,007.50

Patsy Schultz TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____ A D. 20__ _____ COUNTY CLERK, FORT BEND COUNTY, TEXAS

I, ROBERT E STURDIVANT, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY PATSY SCHULTZ, TAX ASSESSOR-COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

COUNTY AUDITOR, FORT BEND COUNTY, TEXAS

16B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 20, 2009 — **Submitted By: Karen Stell**
Department: Tax
Court Agenda Date: January 27, 2009 — **Phone Number: 281-341-3723**

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 55,126.30

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

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☒	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 Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve & record in the minute's tax payment refunds in the amount of $ 55,126.30 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court Agenda Date: 01/27/2009			Page One	
Submit Date: 01/20/2009				
Account Number	Owner	Refund Amount	Reason	Precinct #
8944-04-001-0070-907	Ocwen Loan Servicing	$ 4,011.32	Duplicate	2034
3793-00-000-0050-901	M & T Mortgage Corporation	$ 4,270.65	Duplicate	1012
6015-13-001-0250-907	Regions Mortgage	$ 8,143.34	Duplicate	4026
6560-01-007-0140-907	Litton Loan Servicing	$ 5,879.50	Duplicate	4062
2258-01-002-0240-901	Michael J & Laura L Bielukwa CC	$ 3,080.30	Duplicate	3005
7765-02-002-0460-907	Arash Khorshidpanah	$ 5,791.65	Duplicate	4062
7150-00-008-1400-907	Citi Mortgage	$ 2,966.18	Duplicate	2017
5960-00-007-0030-907	First American Title Ins	$ 2,556.22	Duplicate	2028
4777-01-001-0460-901	Navy Federal Credit Union	$ 4,832.96	Duplicate	3083
5904-00-026-5500-907	Richard Ray	$ 2,714.24	Duplicate	2030
5904-00-026-5500-907	Richard Ray	$ 3,128.74	Duplicate	2030
0015-00-000-1050-907	Dao Tuan N & Duy-Loan Title	$ 5,004.06	Duplicate	4107
3528-02-001-0090-907	Mallikarjuna Rao Kasam	$ 2,747.14	Duplicate	3083
		$ 55,126.30		

16C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: December 31, 2008
SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector
AGENDA DATE: January 27, 2009
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: 2008 Destruction List for Tax Office; Tax Departments – Recycle Tax office documentation per State Archives Retention Schedule

RENEWAL CONTRACT/AGREEMENT: YES ( ) NO ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: Destruction list

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND:___ ____AGENCY_____ORGANIZATION:____OBJECT:____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: (x)
If by E-Mail to espindon@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:

(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) County Attorney	(281-341-4557)	(x) Comm. Pct. 3	(281-242-9060)
( ) Purchasing Agent	(281-341-8642)	(x) Comm. Pct. 4	(281-980-9077)
(x) County Clerk	(281-341-8697)	( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

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 Departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Please list on consent agenda
Record in the minutes the disposal of years 1980 – 2007 documentation, such as lockbox envelopes, Bill Requests, Written Statements, faxes, Statement Return w/o Return Address, Special Inventory, Tax Certificates and other miscellaneous documentation per State Archive Retention Schedule of destruction for the office of Patsy Schultz

UPDATED 01/21/2009

BOX#	YEAR			SHELF#	RETENTION NUMBER AN
					TO KEEP IN INVENTORY
1184	2001-2003	COL	2001-2003 MONEY TAPES IN NOTEBOOKS (DIGIT)	6	1025-27 FE +3YRS
1185	2001-2002	COL	2001-2002 MONEY TAPES (WRITTEN)	6	1025-27 FE +3YRS
1186			Combined with box 1184		
1325	2002	RSH	2002 SPECIAL INVENTORY	4	1025-26A+27 FE+5 YRS
1326	2002	RSH	2002 SPECIAL INVENTORY	4	1025-26A+27 FE+5 YRS
1327	2002	RSH	2002 SPECIAL INVENTORY	4	1025-26A+27 FE+5 YRS
1329	2006	RSH	2006 TAX CERTIFICATES, January 2006-December 2006	5	3000-10 2 YRS
1369	2005-PRIOR	RSH	2005-PRIOR SYSTEM CORRECTION FOLDERS 12/01/2005 thru 12/30/2005	27	3000-02 3 YRS
1397	2006	RSH	2006 Dlnq Stmt P O Rtnd w/out address 12/15/06 12/27/06, 01/23/07, 02/05/07, 02/20-02/21/07, 02/26/07, 03/02/07, 03/06/07, 03/12/07, 03/19/07, 03/20-03/21/07,03/27/07, 04/02/07, 04/09/07, 04/12-04/13/07, 04/18/07, 04/20/07, 04/23/07, 04/26/07, 05/03/07 05/14/07, 05/21/07, 05/11/07, 06/15/07, 06/18-06/20/07, 06/25/07 06/28/07, 07/05-07/06/07 07/09/07, 07/12-07/13/07, 07/16-07/17/07, 07/20/07, 07/23/07, 07/25/07, 07/27/07, 07/30-07/31/07, 08/02/07, 08/08-08/09/07, 08/13/07, 08/27/07, 09/13/07, 10/12/07	5	2975-09 1 YR
1424	2006	RSH	2006 WRITTEN STATEMENTS	3	3000-10 2 YRS
1478	2006	COL	2006 COLLECTION FAXES A-L	23	1000-26 FE + 2 YRS
1479	2006	COL	2006 COLLECTION FAXES M-Z	23	1000-26 FE + 2 YRS
1500	2006	COL	2006 BILL REQUESTS (AGENT CODED, CREDIT UNION, BANKS, ETC)	23	3000-12 2 YRS AV
1583	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 12/21/07-12/26/07	13	2975-09 1 YR
1584	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 12/03/07-12/06/07	13	2975-09 1 YR
1586	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 12/07/07-12/12/07	10A	2975-09 1 YR
1587	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 12/27/07-12/31/07	10A	2975-09 1 YR
1589	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 12/13/07-12/18/07	10A	2975-09 1 YR
1590	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 12/19/07-12/20/07	10A	2975-09 1 YR
1591	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/02/08-01/03/08	17	2975-09 1 YR
1592	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/04/08-01/04/08	17	2975-09 1 YR
1593	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/07/08-01/08/08	17	2975-09 1 YR
1594	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/08/08-01/08/08	17	2975-09 1 YR
1595	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/09/08-01/10/08	17	2975-09 1 YR
1596	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/11/08-01/11/08	17	2975-09 1 YR
1597	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/14/08-01/14/08	13	2975-09 1 YR
1598	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/15/08-01/15/08	13	2975-09 1 YR
1599	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/16/08-01/17/08	[illegible]	[illegible]
1600	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/18/08-01/22/08	14	3000-09 1 YR AFT RTN
1601	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/23/08-01/24/08	14	3000-09 1 YR AFT RTN
1602	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/25/08-01/25/08	11	3000-09 1 YR AFT RTN
1603	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/28/08-01/28/08	11	3000-09 1 YR AFT RTN
1604	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/29/08-01/29/08	14	3000-09 1 YR AFT RTN
1605	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/30/08-01/30/08	11	3000-09 1 YR AFT RTN
1606	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 01/31/08-02/01/08	14	3000-09 1 YR AFT RTN
1607	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 02/04/08-02/05/08	14	3000-09 1 YR AFT RTN
1608	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 02/05/08-02/05/08	14	3000-09 1 YR AFT RTN
1609	2007	RSH	2007-PRIOR LOCKBOX ENVELOPES A-Z No Names or Addresses/Address Only/ Names & Addresses 02/06/08-02/15/08	14	3000-09 1 YR AFT RTN
1718	2005-2007	COL	2005-2007 WINE & BEER/LIQUOR RENEWAL CARDS	21	3050-01 1 YR AFT EXP, C

AS PER ORIGINAL

FROM :TAX FAX NO. :2812383348 Jan. 21 2009 11:03AM P3

DESTRUCTION LIST - TAX DEPARTMENT

Folder Name	Date	Regarding
Accounting Desks	2000	Documents regarding office furniture
Armored Transport	2001	Request and information
Texas Association of Counties	2004	Outline of Offical Oath and Bond Requirements
4 Year Bond and Oath JIC	2004	Oaths and Bonds
Budgeting	2002	Budget Office Information
Barker Dam Allocations	1985 thru 2005	Treasurer's Receipts; Information on Federal Flood Control
Tax Requistions	1999 thru 2001	Fedelity Bonds for Employees of the Tax/Accessor Collector
State Farm Fire & Casualty Compay	2000 thru 2001	Fees and Insurance
Comptroller of Public Accounts	1984	Flood Control Receipts
Beasley - City of	1993	Resolution/Request for Taxes provided by Ft.Bend Co.
Bogel Sales Inc.	2001	Invoice of Due Date Notices
Computer Software x 3	2001	Purchase Orders and Receipts
Government Misc.	1997	Government Miscellaneous
Auditor	1998 thru 2003	County Reports on Misc. Audits
Budget Officer	1997 thru 2003	Fort Bend Budget Planning
Administrative Services	2000 thru 2002	Concerns on General Health and Safety
Constable Precint 1-4	1998	Letters regarding insufficient funds
Commissioner Pct. 1	1998	Renovation for Tax Research Department
Commissioner Pct. 2	1998	Requests for Missouri City Tax Offices
Commissoner Pct. 3	1998	Sketch of Fort Bend Tax Office
Commissoner Pct. 4	1998	Departments and Investments
County Attorney	2001	Hot Check Policies and Liquor Licenses
County Judge	2001	Credit Card Payments and Remodeling Request Forms
County Clerk	1999	Court Backup and New Auto Info Line
District Attorney	1999	National Crime Victim's Rights Week
Distict Clerk	N/A	Directory of Information (Phone Numbers)
Distict Judge (Court)	2001	Courthouse Security Proposal
Emergency Management	2001	Emergency Operations Plan (Manual)
Elections Administrator	2002	Filing and scheduling for Expansure C/E Reports
Emergency Medical Services	1993 thru 1999	Dates and Courses of 2000
Engineering	N/A	*Empty
Fire Marshall	N/A	*Empty

AS PER ORIGINAL

Grants, Records and Management	1998	Centralized Mail Room
Human Resources	2004	Job Postings and Pay Periods
Justice of Peace Pct. 4	1998	Dallas Court on Traditional Strings
Library Systems	1998	Teleconferencing
Management Information Systems	2002	IT Hardware and Software Recommendations
Mail Center	2004	Mail Center Policy and Procedures
Purchasing	2003	County Surplus Vehicle Auction
Records Management	N/A	*Empty
Risk Management	2003	Annual Employee Benefits & Insurance HAS new yellow carsds
Sheriff's Department	2000	Indoor Services of 1998
Telecommunications	2002	Telecommunication needs
Treasurers	2004	Projects Expansures 2002; 2000 Cash Flow Project
Veteran Service	1998	Fort Bend Memorial Service Invitation
Dress Code Comments	2000	Dress Code and Dress Code Approvals
Commissioner's Court Information (blue)	N/A	*Empty
County Education District's GED's	1992	GED opinions
County Tax Reductions	1997	Possible Fraudulent Mailings
Credit Bureau	1999	Information and Credit Bureau of Richmond/Rosenberg
Correspondence D	1995	Deputy Clerk Salary Survey
Dispute Resolution	2001	Fort Bend County Dispute Resolution Center
Drainage District Board	1993	Authorizing and Advertizing for Bids
Dunbar Armored, Inc. 02 Service Contract	2001	Fort Bend County Bid Term Contract for Armored Car Service
Correspondence E	N/A	*Empty
Eldridge Property	1997	90-Day Hold Code
Elections Committee	1997	Members of Committee
E-Mail Information	1998	One Request Form
Employee Committee	1997	Information on appointing a new employee
Filing Tax for TAC 2000	2000 thru 2006	Candidates Office Holder/Campaign Reports
Election Information Pre & Post (blue)	N/A	*Empty
*Envelope	N/A	Party Initation
Equipment Service and Products	2001	Machine Service Contract
Correspondence F	2001	Member Company regarding current records candidate
Faculty Utilization Pgal	1999	Job Description
Fax Machine	1996 thru 1997	Purchase Orders
Fort Bend County FWSD #1	2004	Fort Bend County Fresh Water Supply
Fort Bend ISD Collections	1997	1997 School Sponsored Trips
First Southwest Company	1997	$5,000,000 Ft Bend County Permanent Improvement Bonds

Fresh Water District #1	2000	Invoice #150068 - Signed and Public Bonds
Fresh Water District #2	2001	Withdrawal from Election: Marsha Gaines
City of Fulshear Collections & Texas	1992	Tax Collections and Services
Correspondence G	N/A	*Empty
Galveston/Brazoria County	1998	Property Tax Assessment
Govenor Office Memos	2001	Letter from Rick Perry regarding upcoming months
Grand Parkway	1991	Enforceability of Property Tax Liens Against Property Held by State
Correspondence H	N/A	*Empty
Harris County	1998	Legislative/Jurisprudence Committee Information
Highway Signs	1994	Permission for Sign Election
Homes & Shaw Inc.	1999	List of Services and Estimated Progress Changes
1993 73rd Legislature	1993 thru1997	Legislative Request Forms
Inner-Office Memos	1997 thru 2001	Random Copies of meos to employees
Inventory 2000	2000	Inventory for year 2000
Icomxpress - Keyfile	2002 thru 2003	Copies of ino for New Image Keyfile Tech.
Icomxpress - Keyfile	1996 thru 2000	Vendor info for Keyfile Inc.
Inventory	1998 thru 2003	Inventory
Correspondence J	1990 thru 1997	Random Correspondence for Marsha P. Gaines
Kendleton, City of	1997 thru 2000	Info. For City of Kendleton (Tax Rate)
Kendleton I.S.D.	1997 thru 2000	Monthly ISD Tax Report & Copy of Certification
Lason Printing of Tax Statements	1999 thru 2001	Correspondence regarding printing of Tax Roll
Lason Printing of Tax Statements	1996 thru 2000	*Empty
Line Item Transfer	1991 thru 2003	Budgeting Info.
Missouri City	1990 thru 2000	Documents regarding Missouri City Sub
Municipal Advisory Council of Texas	1999	TX Municipal Report
Moore, Karen & Tim Murphy Open Rec.	2000	Open Records Request
Morese Wholesale - Janitorial Supplies	2001	Contract for Janitorial Supplies
NACO Conferences	1999 thru 2000	Paperwork for NACO Conference
Lease Needville Office 1987	1997	Needville Office Lease
Notary Informaiton	1997 thru 2002	Documents for Inhouse Notary Public Clerks
Correspondence P		*Empty
Perdue, Brandon, Fielder, etc.	1997	3 Correspondence letters
Procedures Mail Room	1998 thru 2000	Copy of Old and New Procedures
Correspondence Q		*Empty
Qtrly Survey of Tax Collector Census	1992 thru 2006	Quarterly Surveys & 1099's
Ft. Bend Co. Annex Bldg Blue Prints		Blue prints for Jane Long Annex
Travel Pending		Misc. travel forms & correspondence

AS PER ORIGINAL

FROM :TAX FAX NO. :2812383348 Jan. 21 2009 11:04AM P6

Policy Analysis Group		Misc. Info RE: Texas Assoc. of Counties
PAG Oct. 25-26		Misc. letters RE: PAG
Examples - Not in a folder		Ft. Bend Co. Mgt Info Systems Rept Request
County Report Property Value	1995	Copy of Property Value Report
Tax Collections	1995	Copy of Collection Report
County Report of Property Value	1996	Property Value Report
Collections	1996	Copy of Collection Report
Purchase Requistions	2000	Copy of Purchases requests Jan. thru June
Ray Wood Fine & Bonilla	7/19/2000	Delinquency Notices
Resolution Addt'l Penalty	10/1/1999	Section 33.07 & 33.08
City of Richmond - Collect Taxes	1994	Reimbursement -VIT
City of Richmond - Collect Taxes	1993 thru 2000	Public Official Bond & Audit
Rosenberg Revitalization	1992	Creation of a RR Museum in Rosenberg
Post Election Work 96	1992 thru 2001	Oath & Bond Statements
TX Assoc. of Counties	2000	County Investment Education Hours
TX Assoc. of Counties & Nat'l	1997 thru 2000	Taxation, Finance & Steering Comm
Membership Dues-Tax Assesor	1999 thru 2000	Invoice Transmittal Membership
TX School Assessors Assoc.	1999 thru 2001	Awards, Conferences, Workshops
TX Municipal League & TX Assoc.	2000 thru 2001	Ltrs. Of Termination & Tax Clases
Board of Tax Prof. Examiners	1998	BTPE, State Appt. Appl.
V.G. Young Institute of CTY Gov.	1997	Invoice Trans. C E Coures
Karen Stell School & Membership	2000	BTPE Certificate & Membership
CEU Info.	2001	Certficiate (TSTA) BTPE, Resume
Kodelle V. Hobbs School Member	1998 thru 2000	BTPE, Certificate & Membership
Patsy S. Schultz	1999 thru 2000	BTPE, Sealed Enveleope, Certificates
Shelving	1995 thru 1998	Shelving Purchase Orders
Southwest SUN	2002	Term Contract for News Publication
Stafford, City of	1994	Public Hearing for Stafford City
State Comptroller	2000	Jurisdiction Collected for FBC
Sugar Land Sub Station	1988 thru 1992	Gen. Warranty Deed, Bids Invoices
Sugar Land City of	1999	Certified Top 20 TP's for (GO1) & Ltr
Stafford MSD Correspondence	2001	School BRD Meeting on Delin Taxes
Tax Increment Rrinvest. Zone	2000	Rosenberg, Pearland, Katy (UGSA)
Tax Tech Inc.	1993	Tax Levy & Collection Info
TXDOT	1998	Tax Assessor Signs (M.P. Gains)
Taxpayers Research Council	2000 thru 2001	Ph.# Expense Budg. & Surveys
State of TX Comptroller Public Affairs	2002	Property Tax Report & Boat Ltr.

AS PER ORIGINAL

Texas Alcoholic Bev. Commiss.	1985 thru 1993	Ltrs of Renewal & Surcharge info.
Texas Air Control Board	1993	Meeting on Emission Certification
TX State Library & Archives	1995	Declaration of Compliance
TML Texas Municipal League	2001 thru 2002	Renewal Membership
University of Houston	1997	U of H Board of Directors Regents Address
Vison & Elkins	2001	Certificate of Assessed Valuation & Bills
Victoria County	1998	Ltr Recommending Linebarger
VIT		VIT Fund Expenditures
Wharton County Junior College	1998	Reappointment Ltr & WCJC Info on Taxes
Wrandy Webb	2001	Ltr RE: Tax/Micofiche Comp. Disk
Yancy, Jonathan F. Liq. Lic. Cty Line	2000	TX Alcoholic Bev. Commission Permit etc.
Purchase Orders & Requisitions	2004	
Duplicate Personnel Records	1980 thru 2005	
Time Cards	2004	
Duplicate Time Sheets	2003 thru 2007	
Quarterly Survey of Property Tax Collections	1992 thru 2004	
Duplicate Budget Documents	1986,1988 thru 1990,1992 thru 1993, 2000 thru 2005	
Duplicate Long Distance Log	2006 thru 2007	
Time Cards	2006	

AS PER ORIGINAL

AGENDA ITEM 17

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 1/20/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 1/27/2009	**Phone Number: 281-341-8608**

SUMMARY OF ITEM:
Take all appropriate action to consider change in the regular meeting schedule of Commissioners Court for the month of March, 2009, to meet March 3, 17, and 24, 2009.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
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DISTRIBUTION:
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☑	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):

CO JUDGE BOB HEBERT Fax:2813418609 Jan 20 2009 15:56 P.01

18 A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**1/21/2009**	**Submitted By:**	**Rose Askew**
		Department:	**Commissioner Pct. 1**
Court Agenda Date:	**1/27/2009**	**Phone Number:**	**281.344.9400**

SUMMARY OF ITEM:
Take all appropriate action to appoint Flo Cook and Clinton J. Drake to the Fort Bend County Historical Commission for a two year term to expire December 31, 2010.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

18 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	1/21/2009	**Submitted By:**	James Wenzel
		Department:	Commissioner Pct. 1
Court Agenda Date:	1/27/2009	**Phone Number:**	281.344.9400

SUMMARY OF ITEM: Approve revision of Major thoroughfare Plan to re-classify Del Webb Boulevard as a collector street and authorize County Engineer to make the noted change to the Fort Bend County Major Thoroughfare Plan.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	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):

COMMISSIONER MORRISON Fax:281-342-0587 Jan 22 '09 8:21 P.02

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 = FAX (281) 341-6333

January 19, 2009

Richard Morrison
Fort Bend County Commissioner Precinct 1
301 Jackson
Richmond, Texas 77469

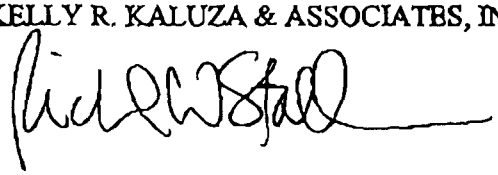
RE: Del Webb Boulevard, City of Richmond, Fort Bend County, Texas

Dear Commissioner Morrison:

The Richmond City Commission has approved designating Del Webb Boulevard as a Collector Street therefore, the City has no objection to the County revising the major thoroughfare plan to reflect this change. If you have any questions, please contact me.

Sincerely,

KELLY R. KALUZA & ASSOCIATES, INC.



Richard W. Stolleis, P.E.

RWS/cmc

cc: Glen Gilmore, City Manager
Lenert Kurtz, Director of Public Works

COMMISSIONER MORRISON Fax:281-342-0587 Jan 22 '09 8:22 P.03

From: Nathan Hatcher
To: Richard Morrison
Date: 1/20/2009 1:55:29 PM
Subject: Del Webb project

Commissioner Morrison;
The Fort Bend County Engineering Dept interposes no objection to the Major thoroughfare that traverses the Del Webb property being reclassified to a major collector street provided that they take action through commissioners court and that change will be reflected on the Fort Bend County Major thoroughfare at its next revision
Should you have any questions do not hesitate to call me at 281-633-7515
Thank You,
Nathan Hatcher
Assistant to the County Engineer

CC: James Wenzel

19A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORD-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: January 14, 2009
SUBMITTED BY: Patsy Schultz
DEPARTMENT: Tax Assessor /Collector
AGENDA DATE: January 27, 2009
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Waiver of Penalty & Interest & Attorney Fees; Coyote Air LLC. Acct# 9980-03-205-0550-907; Tax Year 2005, 2006, 2007; Precinct # 4

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Request for Waiver
2. Recommendation from the Tax Collector
3. Tax Receipt

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: ____AGENCY_____ORGANIZATION:_____OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (x)
If by E-Mail to 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

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. 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.

RECOMMENDATION / ACTION REQUESTED:

Tax Assessor Collector Patsy Schultz
I do recommend waiver of penalty and interest & Attorney Fees

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytax.com

DATE: January 14, 2009

TO: County Judge Robert E. Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

FROM: Patsy Schultz, RTA
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Coyote Air LLC
Account #9980-03-205-0550-907; 2005, 2006 & 2007 Tax Years; Legal Description: Personal Property Aircraft N550A Cessna S550 Serial #0009, located at Sugar Land Airport in Sugar Land;
Precinct 4

Mr. Robert G. Taylor, II (Coyote Air LLC) is requesting waiver of penalty and interest on the above referenced accounts for the respective tax years.

2005 Tax Office records indicate:

- 2005 Original Tax Statement was mailed to Coyote Air LLC, 3400 One Allen Ctr, Houston, TX 77478. Post Office Returned, Unable to Forward.
- 2005 Tax Roll reflects the owner as Coyote Air LLC, 3400 One Allen Ctr, Houston, TX 77478.
- December 21, 2005—Property Tax Matters sent a letter to the Tax Office saying they are not authorized to receive tax bills on behalf of their clients. 2005 Tax Statement was mailed to Coyote Air LLC, 3400 One Allen Ctr, Houston, TX 77478-Amt due $4,818.08.
- March 2, 2006 -2005 Delinquent tax statement Post Office Returned. return to sender.
- **March 23, 2006**—2006 Ft Bend Central Appraisal District Rendition shows that the owner and address is listed as Coyote Air LLC, 3400 One Allen Center, Houston, Texas **77002-4804**.
- April 17, 2006—2005 Delinquent tax statement from Attorney's Office, Post Office Returned, insufficient address.

2006 Tax Office records indicate:

- 2006 Original Tax Statement was mailed to Coyote Air LLC, 3400 One Allen Ctr, Houston, TX 77478. Post Office Returned, No Such Number, Unable to Forward.
- 2006 Tax Roll reflects the owner as Coyote Air LLC, 3400 One Allen Ctr. Houston, TX 77478.
- May 14, 2007—2005 & 2006 Delinquent Tax Statement from Attorney's Office, Post Returned, Unable to Forward.

2007 Tax Office Records indicate:

- 2007 Original Tax Statement was mailed to Coyote Air LLC, 3400 One Allen Ctr, Houston, TX 77478.

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

- February 25, 2008—2007 Property Tax Reminder Post Office Returned, No reason given. (Copy of the returned mail envelope).
- August 21, 2008 Linebarger 2007 statement mailed to Coyote Air LLC, 3400 One Allen Ctr, Houston, TX 77478. Post Office Returned Mail.
- As of November 14, 2008—Ft Bend Central Appraisal District list the owner and address as Coyote Air LLC, 500 Dallas St, Ste 3400, Houston, TX 77002-4806.
- Fort Bend ISD & City of Sugar Land has authorized Fort Bend County Tax Office to handle the processing of the waiver of penalty and interest and allow the Fort Bend County Commissioners Court to make the determination based on 33.011 of the State Property Tax Code.

Breakdown of Taxes Paid:

2005 Tax Year	**FBISD**	**FBC**	**City of SL**	**Total**
Base Tax	$15,757.56	$ 4,818.08	$ 2,956.73	$ 23,532.37
Penalty & Interest	**1,418.18**	**457.03**	**266.11**	**2,141.32**
Attorney Fees	**-0-**	**91.41**	**-0-**	**91.41**
Total	$17,175.74	$ 5,366.52	$ 3,222.84	$ 25,765.10

2006 Tax Year	**FBISD**	**FBC**	**City of SL**	**Total**
Base Tax	$ 11,307.30	$ 3,794.11	$ 2,250.81	$ 17,352.22
Penalty & Interest	**3,731.41**	**1,252.06**	**337.62**	**5,321.09**
Attorney Fees	**3,007.74**	**1,009.23**	**-0-**	**4,016.97**
Total	$ 18,046.45	$ 6,055.40	$ 2,588.43	$ 26,690.28

2007 Tax Year	**FBISD**	**FBC**	**City of SL**	**Total**
Base Tax	$ 13,521.75	$ 5,589.78	$ 3,245.22	$ 22,356.75
Penalty & Interest	**2,839.57**	**1,173.85**	**681.50**	**4,694.92**
Attorney Fees	**3,272.26**	**1,352.73**	**589.01**	**5,214.00**
Total	$ 19,633.58	$ 8,116.36	$ 4,515.73	$ 32,265.67

Total Penalty, Interest & Attorney Fees $ 21,479.71

I **do** recommend waiver of penalty and interest. There is evidence of an error by the Central Appraisal District per Property Tax Code Section 33.011 (a) (1). "The governing body of a taxing unit: shall waive penalties and interest and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency..."

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

Legal Description:

PERSONAL PROPERTY AIRCRAFT N550A CESSNA S550 SERIAL #0009, LOCATED AT SUGAR LAND AIRPORT IN SUGAR LAND

Parcel Address: 0 SUGAR LAND AIRPORT
Legal Acres: 0.0000

Remit Seq No: 634358
Receipt Date: 03/20/2006
Deposit Date: 03/21/2006
Print Date: 01/14/2009

Deposit No: 603211.65FB
Validation No: 1083000642066

Account No: 9980-03-205-0550-907
Operator Code: LOAD

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2005	Fort Bend Isd	9,02,400	1.690000	15,757.56	1,418.18	0.00	17,175.74
				$15,757.56	$1,418.18	$0.00	$17,175.74

Check Number(s):
1083

PAYMENT TYPE:
Checks: $17,175.74

Exemptions on this property:

Total Applied: $17,175.74

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

(281) 341-3710

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

Legal Description:

PERSONAL PROPERTY AIRCRAFT N550A CESSNA S550 SERIAL #0009. LOCATED AT SUGAR LAND AIRPORT IN SUGAR LAND

Parcel Address: 0 SUGAR LAND AIRPORT
Legal Acres: 0.0000

Remit Seq No: 6755635
Receipt Date: 02/07/2006
Deposit Date: 02/08/2006
Print Date: 01/14/2009

Deposit No: L060207A
Validation No: 99

Account No: 9980-03-205-0550-907
Operator Code: XXXX

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2005	Fort Bend Co Drainage	912,400	0.023400	203.91	14.27	0.00	218.18
2005	Fort Bend Co Gen Fnd	912,400	0.493340	4,298.98	300.93	0.00	4,599.91
				$4,502.89	$315.20	$0.00	$4,818.09

Check Number(s):
001062

Credit Card Authorization No: 0

Exemptions on this property:

PAYMENT TYPE:
Checks: $4,818.09

Total Applied: $4,818.09

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
CMT ROADRUNNER LTD
3400 ONE ALLEN CENTER
500 DALLAS
HOUSTON , TX 77002

(281) 341-3710

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

Legal Description:

PERSONAL PROPERTY AIRCRAFT N550A CESSNA S550 SERIAL #0009, LOCATED AT SUGAR LAND AIRPORT IN SUGAR LAND

Parcel Address: 0 SUGAR LAND AIRPORT
Legal Acres: 0.0000

Remit Seq No: 1355529
Receipt Date: 03/21/2006
Deposit Date: 03/21/2006
Print Date: 01/14/2009

Deposit No: SF20060321
Validation No: 3343

Account No: 9980-03-205-0550-907
Operator Code: SLANDFIX

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2005	City Of Sugar Land	912,400	0.317110	2,956.73	266.11	0.00	3,222.84
				$2,956.73	$266.11	$0.00	$3,222.84

Check Number(s):
0

PAYMENT TYPE:

Checks:	$3,222.84
Total Applied:	$3,222.84
Change Paid:	$0.00

Exemptions on this property:

ACCOUNT PAID IN FULL

PAYER:
COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

(281) 341-3710

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

Legal Description:

PERSONAL PROPERTY AIRCRAFT N550A CESSNA S550 SERIAL #0009, LOCATED AT SUGAR LAND AIRPORT IN SUGAR LAND

Parcel Address: 0 SUGAR LAND AIRPORT
Legal Acres: 0.0000

Remit Seq No: 1358112
Receipt Date: 06/21/2007
Deposit Date: 06/21/2007
Print Date: 01/14/2009

Deposit No: SL20070621
Validation No: 5515

Account No: 9980-03-205-0550-907
Operator Code: SLANDRIX

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2006	City Of Sugar Land	744,240	0.306550	2,250.81	337.62	0.00	2,588.43
				$2,250.81	$337.62	$0.00	$2,588.43

Check Number(s):
0

PAYMENT TYPE:

Checks:	$2,588.43
Total Applied:	$2,588.43
Change Paid:	$0.00

ACCOUNT PAID IN FULL

Exemptions on this property:

PAYER:
COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

(281) 341-3710

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

COYOTE AIR LLC
3400 ONE ALLEN CTR
HOUSTON , TX 77478-0000

Legal Description:

PERSONAL PROPERTY AIRCRAFT N550A CESSNA S550 SERIAL #0009, LOCATED AT SUGAR LAND AIRPORT IN SUGAR LAND

Parcel Address: 0 SUGAR LAND AIRPORT
Legal Acres: 0.0000

Remit Seq No: 12190449
Receipt Date: 10/14/2008
Deposit Date: 10/14/2008
Print Date: 01/14/2009

Deposit No: 081014R1
Validation No: 900000015374289

Account No: **9980-03-205-0550-907**
Operator Code: MARICELAA

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2007	Fort Bend Isd	1,081,740	1.250000	13,521.75	2,839.57	3,272.26	19,633.58
2007	City Of Sugar Land	1,081,740	0.300000	3,245.22	681.50	589.01	4,515.73
2007	Fort Bend Co Drainage	1,081,740	0.018000	194.71	40.89	47.12	282.72
2007	Fort Bend Co Gen Fnd	1,081,740	0.498740	5,395.07	1,132.96	1,305.61	7,833.64
2006	Fort Bend Isd	734,240	1.540000	11,307.30	3,731.41	3,007.74	18,046.45
2006	Fort Bend Co Drainage	734,240	0.023400	171.81	56.70	45.70	274.21
2006	Fort Bend Co Gen Fnd	734,240	0.493340	3,622.30	1,195.36	963.53	5,781.19
2005	Fort Bend Co Drainage	932,400	0.023400	14.27	6.42	4.14	24.83
2005	Fort Bend Co Gen Fnd	932,400	0.493340	300.92	135.41	87.27	523.60
				$37,773.35	$9,820.22	$9,322.38	$56,915.95

Check Number(s):
1223

PAYMENT TYPE:

Checks: $56,915.95

Exemptions on this property:

Total Applied: $56,915.95

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
CMT ROADRUNNER LTD
3400 ONE ALLEN CENTER
500 DALLAS
HOUSTON , TX 77002

(281) 341-3710

ROBERT G. TAYLOR II, P.C.
LAW OFFICES
ONE ALLEN CENTER
3400 PENTHOUSE
500 DALLAS STREET
HOUSTON, TEXAS 77002

ROBERT G. TAYLOR II

TELEPHONE (713) 654-7799
FACSIMILE (713) 654-0847

October 9, 2008

Via: Cert Mail:7004 1160 0002 5990 0727
County Judge Robert E. Hebert
301 Jackson, Ste. 719
Richmond, Texas 77469

Re: Acct. 9980-03-205-0550-907 and 9980-03-205-0229-907

Dear Judge Hebert:

I am writing to request to be placed on Commissioner's Court agenda to present my case for two accounts. The first account number is 9980-03-205-0299-907. The legal description is Personal Property Aircroft N299SC, 1997 Lear Jet 60, Serial #112, Located at Sugar Land Airport in Sugar Land. The year in question is 2007.

The second account is 9980-03-205-0550-907 with description of Personal Property Aircraft N550A Cessna, S550 Serial #0009, Located at Sugar Land Airport in Sugarland. The years in question are 2005, 2006 and 2007. My current address is One Allen Center, 500 Dallas Street, 3400 Penthouse Houston, Texas 77002. My phone number is 713-654-7799.

Please provide my counsel James Ferrell with notice of the hearing at the above address.

Sincerely,

Robert G. Taylor, II.

COUNTY JUDGE
RECEIVED
OCT 14 2008

cc James Ferrell

OCT 15 2008

19B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: January 14, 2009
SUBMITTED BY: Patsy Schultz
DEPARTMENT: Tax Assessor /Collector
AGENDA DATE: January 27, 2009
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Waiver of Penalty & Interest & Attorney Fees; Coyote Air LLC, Acct# 9980-03-205-0299-907; Tax Year 2007; Precinct # 4

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Request for Waiver
2. Recommendation from the Tax Collector
3. Tax Receipt

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: __ ____AGENCY_____ORGANIZATION:____OBJECT:____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (x)
If by E-Mail to 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

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

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1. Completely fill out agenda form, incomplete forms will not be processed.
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3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Tax Assessor Collector Patsy Schultz
I do recommend waiver of penalty and interest & Attorney Fees

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytax.com

DATE: January 14, 2009

TO: County Judge Robert E. Hebert
Commissioner Tom D. Stavinoha
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

FROM: Patsy Schultz, RTA
Tax Assessor/Collector

RE: Waiver of Penalty and Interest –Coyote Air LLC
Account #9980-03-205-0299-907; 2007 Tax Year; Legal Description: Personal Property Aircraft N299SC, 1997 Lear Jet 60. Serial #112, located at Sugar Land Airport in Sugar Land; **Precinct 4**

Mr. Robert G. Taylor, II (Coyote Air LLC) is requesting waiver of penalty and interest on the above referenced account for the 2007 tax year.

Tax Office records indicate:

- 2007 Original Tax Statement was mailed to Coyote Air LLC, 3400 One Allen Ctr, Houston, TX 77478.
- February 22, 2008—2007 Tax Reminder P O Returned –No reason given.
- March 4, 2008 – Name & address change list the current owner as Coyote Air LLC, 500 Dallas St, Ste 3400, Houston, TX 77002-4806.
- March 4, 2008 –Name/Address change 2007 Tax Statement was mailed to Coyote Air LLC, 500 Dallas St, Ste 3400, Houston, TX 77002, Amount Due $2,093.29.
- As of November 14, 2008—Ft Bend Central Appraisal District list the owner and address as Coyote Air LLC, 500 Dallas St, Ste 3400, Houston, TX 77002-4806.
- August 21, 2008 – delinquent statement was mailed from Linebarger showing the address as 3400 One Allen Ctr, Houston, TX 77478.
- **March 23, 2006**—2006 Ft Bend Central Appraisal District Rendition shows that the owner and address is listed as Coyote Air LLC, 3400 One Allen Center, Houston, Texas **77002-4804**.
- Fort Bend ISD & City of Sugar Land has authorized Fort Bend County Tax Office to handle the processing of the waiver of penalty and interest and allow the Fort Bend County Commissioners Court to make the determination based on 33.011 of the State Property Tax Code.

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

Breakdown of Taxes Paid:

2007 Tax Year	FBISD	FBC	City of SL	Total
Base Tax	$1,358.75	$ 561.70	$ 326.10	$2,246.55
Penalty & Interest	**244.58**	**101.10**	**68.48**	**414.16**
Attorney Fees	**320.67**	**132.56**	**59.19**	**512. 42**
Total	$1,924.00	$795.36	$ 453.77	$3,173.13

Total Penalty, Interest & Attorney Fees: $ 926.58

I do recommend waiver of penalty and interest There is evidence of an error by the Central Appraisal District per Property Tax Code Section 33.011 (a) (1). "The governing body of a taxing unit shall waive penalties and interest and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency..."

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

COYOTE AIR LLC
500 DALLAS ST
STE 3400
HOUSTON , TX 77002-4806

Legal Description:

PERSONAL PROPERTY AIRCRAFT N299SC, 1997 LEAR JET 60, SERIAL #112, LOCATED AT SUGAR LAND AIRPORT IN SUGAR LAND

Parcel Address: SUGAR LAND AIRPORT
Legal Acres: 0.0000

Remit Seq No: 12092285 , 12092286
Receipt Date: 07/30/2008
Deposit Date: 07/31/2008
Print Date: 11/14/2008

Deposit No: 08073108
Validation No: 900000015049172
Account No: 9980-03-205-0299-907
Operator Code: SUEB

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2007	Fort Bend Isd	108,700	1.250000	1,358.75	244.58	320.67	1,924.00
2007	Fort Bend Co Drainage	108,700	0.018000	19.57	3.52	4.62	27.71
2007	Fort Bend Co Gen Fnd	108,700	0.498740	542.13	97.58	127.94	767.65
				$1,920.45	$345.68	$453.23	$2,719.36

Check Number(s):
1210 , 1209

PAYMENT TYPE: *PARTIAL PAYMENT*

Checks:	$2,719.36
Total Applied:	$2,719.36
Change Paid:	$0.00
REMAINING BALANCE	

Exemptions on this property:

PAYER:
CMT ROADRUNNER LTD
3400 ONE ALLEN CENTER
500 DALLAS
HOUSTON , TX 77002

(281) 341-3710

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

COYOTE AIR LLC
500 DALLAS ST
STE 3400
HOUSTON , TX 77002-4806

Legal Description:

PERSONAL PROPERTY AIRCRAFT N299SC, 1997 LEAR JET 60, SERIAL #112, LOCATED AT SUG AR LAND AIRPORT IN SUGAR LAND

Parcel Address: SUGAR LAND AIRPORT
Legal Acres: 0.0000

Reinit Seq No: 12190449
Receipt Date: 10/14/2008
Deposit Date: 10/14/2008
Print Date: 11/14/2008

Deposit No: 081014R1
Validation No: 900000015374289
Account No: 9980-03-205-0299-907
Operator Code: MARCELAA

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2007	City Of Sugar Land	108,700	0.300000	326.10	68.48	59.19	453.77
				$326.10	$68.48	$59.19	$453.77

Check Number(s):
1223

PAYMENT TYPE: *PARTIAL PAYMENT*

Checks: $453.77

Exemptions on this property:

Total Applied: $453.77

Change Paid: $0.00

REMAINING BALANCE

PAYER:
CMT ROADRUNNER LTD
3400 ONE ALLEN CENTER
500 DALLAS
HOUSTON , TX 77002

(281) 341-3710

ROBERT G. TAYLOR II, P.C.
LAW OFFICES
ONE ALLEN CENTER
3400 PENTHOUSE
500 DALLAS STREET
HOUSTON, TEXAS 77002

ROBERT G. TAYLOR II

TELEPHONE (713) 654-7799
FACSIMILE (713) 654-0847

October 9, 2008

Via: Cert Mail:7004 1160 0002 5990 0727
County Judge Robert E. Hebert
301 Jackson, Ste. 719
Richmond, Texas 77469

Re: Acct. 9980-03-205-0550-907 and 9980-03-205-0229-907

Dear Judge Hebert:

I am writing to request to be placed on Commissioner's Court agenda to present my case for two accounts. The first account number is 9980-03-205-0299-907. The legal description is Personal Property Aircraft N299SC, 1997 Lear Jet 60, Serial #112, Located at Sugar Land Airport in Sugar Land. The year in question is 2007.

The second account is 9980-03-205-0550-907 with description of Personal Property Aircraft N550A Cessna, S550 Serial #0009, Located at Sugar Land Airport in Sugarland. The years in question are 2005, 2006 and 2007. My current address is One Allen Center, 500 Dallas Street, 3400 Penthouse Houston, Texas 77002. My phone number is 713-654-7799.

Please provide my counsel James Ferrell with notice of the hearing at the above address.

Sincerely,

Robert G. Taylor, II.

cc James Ferrell

OCT 15 2008

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 27th day of January 2009, the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Auditor's Office** **Various**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Various General Fund Dept.	Various	$ 295,725
Road & Bridge	Various	140,998
	TOTAL TRANSFERRED TO:	**$ 436,723**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contingency - General Fund	100409100-66500	$ 295,725 ✓
Contingency - Road & Bridge	155611100-66500	140,998 ✓
	TOTAL TRANSFERRED FROM:	**$ 436,723**

EXPLANATION: Transfer funds to various departments for FY2008 purchases received in FY2009.

Department Head: RDH Date: 1/21/09

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E. Hebert
Robert E. Hebert, County Judge

2008 Rollover Purchases

Department	Accounting Unit	Account	Amount
County Clerk	100403100	63000	790.00
County Clerk	100403100	63600	988.00
Non departmental	100409100	63000	63,000.00
Risk Management	100410101	63700	800.00
Risk Management	100410101	64000	20,878.00
Vehicle Maintenance	100414100	63600	10,709.00
Vehicle Maintenance	100414100	64500	32,994.00
Records Management	100416100	63000	640.00
Records Management	100416100	63500	2,556.00
Records Management	100416100	64000	1,536.00
Records Management	100416100	65000	1,520.00
Facilities Maintenance	100418101	63000	605.00
Facilities Maintenance	100418101	63600	9,298.00
Facilities Maintenance	100418101	63700	6,247.00
Facilities Operations	100418102	63400	20,380.00
Facilities - Janitorial	100418103	64000	2,195.00
District Clerk	100450100	63500	2,821.00
District Clerk	100450100	64000	1,773.00
Justice of the Peace Pct. 2	100455300	63700	1,383.00
District Attorney	100480100	63600	2,676.00
Treasurer - Court Collections	100497101	63000	9,800.00
Treasurer - Court Collections	100497101	63700	2,330.00
Tax Office	100499100	63600	2,446.00
Sheriff Detention	100512100	63600	7,837.00
Sheriff Detention	100512100	64000	25,506.00
Sheriff Detention	100512100	65000	9,160.00
EMS	100540100	64000	4,670.00
EMS	100540100	65000	3,500.00
Fire Marshal	100543100	63100	2,508.00
Constable Pct. 1	100550100	63600	1,672.00
Constable Pct. 3	100550300	63600	520.00
Constable Pct. 3	100550300	64000	633.00
Constable Pct. 3 - Cinco Ranch	100550302	64000	548.00
Constable Pct. 3 MUD 124- Falcon Ranch	100550303	63600	4,501.00
Constable Pct. 3 MUD 124- Falcon Ranch	100550303	64000	2,174.00
Sheriff Enforcement	100560100	64000	1,168.00
Sheriff Enforcement	100560100	64500	7,523.00
Office of Emergency Management	100580100	64000	983.00
Engineering	100622100	63000	1,572.00
Engineering	100622100	64500	18,397.00
Engineering-Recycling Center	100622102	63600	2,356.00
Environmental Health	100638100	63000	584.00
Environmental Health	100638100	64000	548.00
Parks	100660100	63000	1,000.00
Non-Departmental Contingency	100409100	66500	(295,725.00)
Road & Bridge	155611100	63600	13,747.00
Road & Bridge	155611100	63700	984.00
Road & Bridge	155611100	63800	1,835.00
Road & Bridge	155611100	64000	540.00
Road & Bridge	155611100	64500	123,892.00
Road & Bridge Contingency	155611100	66500	(140,998.00)

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 14, 2009	**Submitted By: Pamela Gubbels**
	Department: Budget Office
Court Agenda Date: January 27, 2009	**Phone Number: 281.344.3938**

SUMMARY OF ITEM:
Take appropriate action to adopt the FY2010 Budget Policy for Fort Bend County.

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

List Supporting Documents Attached: *FY2010 Budget Policy (marked with changes from FY2009)*
FY2010 Budget Policy (clean copy for recording)

FINANCIAL SUMMARY: N/A

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 **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):

FORT BEND COUNTY BUDGET POLICY FOR FY 2010

The Fort Bend County Budget appropriates the funds for the operations of each department in the county according to the financial policy of the Commissioners Court. The budget must be prepared and administered according to the laws of the State of Texas. The Commissioners Court of Fort Bend County (the Court) adopts this official budget policy in preparation of the FY 2010 Budget with the expectation that defining and announcing that policy will inevitably lead to better, more realistic budget requests, and that the public and the county departments should know and have access to the policy,

1.0 General Information

1.1 The first duty of the Court is to govern the County in compliance with the ***laws of the State of Texas and of the United States***. The Commissioners Court recognizes its duty to the citizens of Fort Bend County to operate the County in a fiscally responsible manner. It is the ***duty and responsibility*** of each elected official and department head to operate their office or department frugally and efficiently. Costs for services mandated by the State and Federal Government have increased, and the County continues to grow. Therefore, it is especially important to eliminate all unnecessary expenditures.

1.2 Every department should make every effort to reduce expenditures or hold the line on expenditures by increasing efficiency within the office in order to meet this goal without reducing the required level of services. All programs should be examined periodically as needed to ensure they are still viable and still provide the best method of serving an identified duty of the office or department. The use of technology to increase efficiency and effectiveness and to reduce costs and manpower should be adopted when fiscally dictated.

1.3 Fort Bend County is one of the fastest growing counties in the United States of America. As such, we experience increasing requirements for additional services and facilities continually. Given this factor, the Departments and Offices of the County must plan and execute needed new programs to best mitigate the cost to the County, while still meeting the needs of the citizens. New programs that address a mandated or identified need by providing new services should, if possible, be proposed during budget hearings so that they may be prioritized in light of the total county budget. *County government has a responsibility to its citizens to set the standard of efficiency and care by reducing costs whenever and wherever possible.*

1.4 The Court will continue to be aware of the cost of government that is borne by taxpayers. Costs of capital projects planned for the near future may impact the financial needs of the county in the current budget. While the county's tax base has expanded at an average annual rate of almost 10% over the past eleven~~ten~~ years, and will maintain a good level of growth, this may strain the taxing capacity of the County. However, prudently managed county services will likely be adequately provided for by the added funds from growth in the tax base without any increase in taxes. Legislation that limits the growth of property tax revenues to less than the growth of the County without consideration of programs or services mandated by the state or Federal Government will negatively impact the ability of the County to provide those services.

1.5 It is a major priority of the Court to advance the economic development efforts in the county. The Court will support efforts to advance economic prosperity of the county when it finds that such efforts are in the best interest of the county and its citizens. The Court will provide funds only when it can legally do so, and in the amount that represents a fair share of the efforts considering all parties that stand to benefit and all entities covered.

1.6 All internal services should operate efficiently. The Commissioners Court will examine internal services to see if they can be better performed by the private sector. The county will continue to perform those services that it is best suited to perform. The county will adopt the policy of allocating the costs of internal services to the user departments and will initiate the allocation of those costs as rapidly as is economically feasible.

1.7 The cost of operations of all automobiles and light trucks will be allocated to each using department. Each department requiring a replacement car or light truck, will be allocated an amount for the replacement vehicle, and will be required to return the vehicle being replaced. Replaced vehicles will be returned to Vehicle Maintenance for sale or redistribution to other departments. Each department requesting an additional car or light truck will be required to justify the need for the additional car or light truck. If the court allows the

additional vehicle, it will be an addition to the authorized list of vehicles for that department. All departments that are requesting a vehicle are required to fill out and submit a vehicle installation request form with your budget.

2.0 Fund Balance

2.1 The financial integrity of the County depends on having good financial policies. In order to maintain an excellent bond rating by the rating agencies, the County must maintain an adequate fund balance to account for emergencies. To this end, the County will budget a fund balance for the General Fund of at least fifteen percent (15%) of the total operating budget for the General Fund. Additionally, the overall total of all fund balances for all the Counties funds will be no less than fifteen percent (15%) of the total County budget.

3.0 Capital Improvement Projects

3.1 Each department or office should present their capital projects for the next five years to the Facilities Management and Planning Director so that he may assist the County Budget Officer in consolidating them into a five-year Capital Improvements Plan and budget. Departments in a common functional area (e.g., courts or law enforcement) are encouraged to cooperate in planning for capital projects that affect the whole functional area. Budgeting and allocation of funds for capital projects will be made on the basis of long term planning. Capital projects include major equipment and software purchases (with capitalized costs of implementation) as well as construction and remodeling. Minor remodeling will be reviewed by the Building and Space Committee, and, if approved, be budgeted within the department.

3.2 Capital improvement projects may be paid from current revenues or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate, but only when the capital asset created will have a useful life equal to or longer than the debt repayment period. All Capital Projects, whether funded with bonds or other indebtedness, or from current funds, will be managed by a multiyear budget if the construction period extends over more than one fiscal year.

4.0 Performance Measures

4.1 Properly designed performance measures measure the effectiveness of the operating unit being measured. As such, they will encourage operating units to increase efficiency and effectiveness in order to improve the measures. Each department will prepare and submit to the Budget Office measures of the Department's performance. These performance measures will reflect the goals of the Department as stated in their long-term plan, and will, as accurately as possible, measure attainment of an operational aspect of the goal. Departments should submit from 4 to 7 performance measures. Each Department will be responsible for maintaining data to measure attainment of these goals as set out in the performance measures, and will submit the annual results at the time the budget is submitted. The Budget Office will recommend projects of highly performing departments before those of departments whose measures indicate low performance, or which do not submit performance measures or data to support the measures.

5.0 Staffing / Training

5.1 It is the priority of the Court to provide adequate, qualified staffing for offices and departments, while ensuring that organizational structures are efficient. Requests for increases in staff should be made only for new programs and/or upon demonstrated increases in service requirement that cannot more efficiently be met with improved technology or changes in procedures. New staffing required by approved grants will be limited to the duration of the grant. Needs should be documented by comparisons to recognized performance standards whenever possible, by comparisons with other similarly situated counties, or by other verifiable documentation. Positions will only be approved when a verifiable need exists. Excessive overtime usage will be investigated to determine if new positions are warranted, or if the overtime is caused by a temporary situation.

5.2 All requested new positions will be scrutinized very closely. Highly performing departments will be recommended above those whose performance measures are sub-par or which do not submit performance measures.

5.3 The Court anticipates that employee compensation will be competitive with those of other comparable employers in the area. Salaries and other benefits of local governments and private sector employers in the area have been surveyed to provide a logical basis for comparison. Positions that perform nearly identical functions, or that can be classified as requiring the same skill and experience sets will be compensated equally.

5.4 The Court will appropriate adequate funds to ensure that the county's work force is properly trained. Every effort should be made to find or organize training in the area to minimize travel costs. Offices and Departments are encouraged to join together in training efforts within the county when common training requirements exist. Training should be coordinated through Human Resources whenever possible.

5.5 In order to minimize training costs while maximizing effectiveness, it shall be a policy of the County to conduct as much training as possible within the State of Texas. Out-of State travel shall not be used when acceptable alternatives exist within the State. Similarly, travel for conferences will only be approved when the educational content is applicable to the individual's duties and of a high quality so that the benefit to the County can be clearly demonstrated.

6.0 Fee Schedules / Collections

6.1 Each county office or department should examine their fee schedule at least annually to ensure that fees are set in accordance with applicable statutes and that an appropriate amount of the cost of service is being borne by the actual user of the service. When a fee is allowed by statute, but has not been adopted by the county, this fact should be brought to the attention of the Budget Officer who will notify the Commissioners Court.

6.2 Every fee office will make a bona fide effort to collect all revenues rightly due the county. When collections are below standard, the county will adopt other compliance efforts (outsourcing collections or developing in-house compliance efforts), if justified by potential returns, or required by law.

6.3 Each annual operating fund maintained by the county shall be budgeted, including special revenue funds that are for the use of only a single department or a single purpose. All such budgets will be submitted to the Commissioners Court for consideration during the budget adoption process.

7.0 Transfer of Funds

7.1 Transfers within a department's budget, or within the same fund, may be made from available, budgeted money with Commissioners Court's permission. To minimize the need for excessive court actions, the budget will be prepared and managed at the object code level, but adopted at a major category level, so that Departments may utilize operating funds as needed. All department heads are expected to manage their budgets to maximize efficiency and achieve the goals of the department.

7.2 Departments may move moneys from ~~object code to object code~~account to account within the major category area (except salaries, which are managed by the Budget Office). A major exception is that any movement of funds to pay for items or programs that have been discussed and disallowed during the budget process may only be made with the approval of the Commissioners Court.

7.3 The detail level of the adopted budget will be as follows:

Salaries and Personnel Costs – Includes all Salary and benefit costs.
Operating and Training Costs – Includes all day-to-day costs of operations.
Information Technology Costs – Includes all Information Technology costs, including acquisition, leasing, and software costs except those items which are capitalized as over $5,000.
Capital Acquisitions – Includes all capital items with a cost over $5,000, including Information Technology and software.

7.4 The Budget Office shall verify all departmental requests for budget transfers by an analysis of all previously approved budget transfers for the requesting department. All transfers of funds from the Contingency account

shall be accompanied by a detailed report prepared by the Budget Office of all contingency transfers for the fiscal year and showing the current Contingency Balance.

7.5 Items budgeted for the purchase of specific items shall be budgeted for an adequate amount to make the purchase. Excess amounts are not available for other uses, and may be transferred. For example, automobiles that are anticipated to cost a certain amount, and actually are purchased for less will result in unintended excess in the departmental budget. The Budget Office may transfer this excess to the contingency account. The Commissioners Court may, at its sole discretion, allow the money to be used for another purpose in the department's budget upon proper application by the department.

8. 0 Amendments to the Budget

8.1 Amendments to the budget (increases in the total amount of the budget for a given fund) will only occur in case of a bona fide emergency. An emergency is defined as a circumstance that will adversely impact the health or safety of citizens of the county, or severely impair the operation of the county, and that could not reasonably have been foreseen during the preparation of the budget.

8.2 Amendments may be made under the provisions of Local Government Code §111.0705 when the county receives the proceeds of bonds or other obligations. Upon receipt of the proceeds, the Commissioners Court may make expenditures from the proceeds in the manner provided in Chapter 111, Subchapter C for expenditures for general purposes.

8.3 Amendments may be made under the provisions of Local Government Code §111.0706 when the county receives a public or private grant that will make money available during the budget year, and that was not known during the budget process, if the County Auditor certifies the availability of the funds for disbursement. Upon certification, the Commissioners Court shall make a special budget for the expenditure of the funds for the purposes of the grant.

8.4 Amendments may be made under the provisions of Local Government Code §111.0707 when the county enters into an interlocal contract that will make money available during the budget year, and that was not known during the budget process if the County Auditor certifies the availability of the funds for disbursement. Upon certification, the Commissioners Court shall make a special budget for the expenditure of the funds for the purposes of the contract.

8.5 Amendments may be made under the provisions of Local Government Code §111.07075 for the purpose of spending revenues received after the start of the fiscal year from a new source not anticipated before the adoption of the budget. The Commissioners Court may adopt a special budget for the purpose of spending the revenue for general purposes or its intended purpose.

9.0 Interdepartmental Construction

9.1 Offices and Departments may utilize the Interdepartmental Construction department for carpentry needs or minor remodeling upon availability. However, to ensure reimbursement to the Interdepartmental Construction Department for materials, departments must allocate funds into their department's ~~object code~~account 70016~~3~~700- ~~Interdepartmental Construction~~Repairs & Maintenance before work is begun. If a department does not have the funds available in their budget, the Officer or Department Head must obtain these funds through a transfer prior to work beginning. All invoices for materials will be charged to the department's ~~7001-~~63700 account~~line item~~ as the project progresses so that the department can monitor the balance. Monies in this account will be restricted to reimbursing_ Interdepartmental Construction for material costs until the project is complete.

FORT BEND COUNTY BUDGET POLICY FOR FY 2010

The Fort Bend County Budget appropriates the funds for the operations of each department in the county according to the financial policy of the Commissioners Court. The budget must be prepared and administered according to the laws of the State of Texas. The Commissioners Court of Fort Bend County (the Court) adopts this official budget policy in preparation of the FY 2010 Budget with the expectation that defining and announcing that policy will inevitably lead to better, more realistic budget requests, and that the public and the county departments should know and have access to the policy,

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Salaries and Personnel Costs – Includes all Salary and benefit costs.
Operating and Training Costs – Includes all day-to-day costs of operations.
Information Technology Costs – Includes all Information Technology costs, including acquisition, leasing, and software costs except those items which are capitalized as over $5,000.
Capital Acquisitions – Includes all capital items with a cost over $5,000, including Information Technology and software.

7.4 The Budget Office shall verify all departmental requests for budget transfers by an analysis of all previously approved budget transfers for the requesting department. All transfers of funds from the Contingency account

shall be accompanied by a detailed report prepared by the Budget Office of all contingency transfers for the fiscal year and showing the current Contingency Balance.

7.5 Items budgeted for the purchase of specific items shall be budgeted for an adequate amount to make the purchase. Excess amounts are not available for other uses, and may be transferred. For example, automobiles that are anticipated to cost a certain amount, and actually are purchased for less will result in unintended excess in the departmental budget. The Budget Office may transfer this excess to the contingency account. The Commissioners Court may, at its sole discretion, allow the money to be used for another purpose in the department's budget upon proper application by the department.

8. 0 Amendments to the Budget

8.1 Amendments to the budget (increases in the total amount of the budget for a given fund) will only occur in case of a bona fide emergency. An emergency is defined as a circumstance that will adversely impact the health or safety of citizens of the county, or severely impair the operation of the county, and that could not reasonably have been foreseen during the preparation of the budget.

8.2 Amendments may be made under the provisions of Local Government Code §111.0705 when the county receives the proceeds of bonds or other obligations. Upon receipt of the proceeds, the Commissioners Court may make expenditures from the proceeds in the manner provided in Chapter 111, Subchapter C for expenditures for general purposes.

8.3 Amendments may be made under the provisions of Local Government Code §111.0706 when the county receives a public or private grant that will make money available during the budget year, and that was not known during the budget process, if the County Auditor certifies the availability of the funds for disbursement. Upon certification, the Commissioners Court shall make a special budget for the expenditure of the funds for the purposes of the grant.

8.4 Amendments may be made under the provisions of Local Government Code §111.0707 when the county enters into an interlocal contract that will make money available during the budget year, and that was not known during the budget process if the County Auditor certifies the availability of the funds for disbursement. Upon certification, the Commissioners Court shall make a special budget for the expenditure of the funds for the purposes of the contract.

8.5 Amendments may be made under the provisions of Local Government Code §111.07075 for the purpose of spending revenues received after the start of the fiscal year from a new source not anticipated before the adoption of the budget. The Commissioners Court may adopt a special budget for the purpose of spending the revenue for general purposes or its intended purpose.

9.0 Interdepartmental Construction

9.1 Offices and Departments may utilize the Interdepartmental Construction department for carpentry needs or minor remodeling upon availability. However, to ensure reimbursement to the Interdepartmental Construction Department for materials, departments must allocate funds into their department's account 63700- Repairs & Maintenance before work is begun. If a department does not have the funds available in their budget, the Officer or Department Head must obtain these funds through a transfer prior to work beginning. All invoices for materials will be charged to the department's 63700 account as the project progresses so that the department can monitor the balance. Monies in this account will be restricted to reimbursing Interdepartmental Construction for material costs until the project is complete.

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 1-14-08	Submitted By: JOHN HEALEY
	Department: 4801 DA
Court Agenda Date: 01-27-09	Phone Number: 281-341-4473

SUMMARY OF ITEM: TO PAY INVOICE FROM FREELANCE PUBLISHING IN THE AMOUNT OF $2,160. FOR PURCHASE OF LAW BOOKS WITHOUT A P.O.

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

List Supporting Documents Attached: SEE ATTACHED

FINANCIAL SUMMARY
BUDGETED ITEM YES X NO____

FUNDING SOURCE: 100480100 63500 AND ACTIVITY (IF APPLICABLE):

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should 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 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)
☐	Facilities/Planning	(281-633-7022)	X☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	X☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	X☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Freelance Enterprises, Inc.

3206 Caliente Ct. PMB 4663
Arlington, TX 76017

Invoice to:	Shipped to:
District Attorney's Office 301 Jackson St Richmond, TX 77469	District Attorney's Office 301 Jackson St Richmond, TX 77469

Invoice Number 2906-096S
PO Number subscription
Date Delivered 12/3/08
Date Invoiced 1/7/09

Quantity	Title	List	Unit Price	Extension
6	**2009 Baker's Texas Penal Code Handbook**	**90.00**	72.00	432.00
6	**2009 Baker's Texas Drugs DWI Handbook**	**45.00**	36.00	216.00
6	**2009 Baker's Texas Criminal Procedure Handbook**	**135.00**	108.00	648.00
6	**2009 Baker's Texas Criminal Evidence Handbook**	**90.00**	72.00	432.00
6	**2009 Baker's Texas Family Code Handbook**	**90.00**	72.00	432.00
			Subtotal	2,160.00
			Sales Tax	0.00
			Amount Due	2,160.00

- -

Thank you for your order.
Please return this portion with payment to:
Freelance Enterprises, Inc.
3206 Caliente Ct. PMB 4663
Arlington, TX 76017

Invoice Number 2906-096S
PO Number subscription
Date Invoiced 1/7/09
Amount Due $2,160.00

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

AS PER ORIGINAL

Accounting Unit (9 digit)
100480100
Account (5 digit)
63500
Grants & Projects (If needed)
Activity
Account Category

Vendor #		
Vendor Name		
FREELANCE ENTERPRISES, INC.		
3206 FREELANCE ENTERPRISES, INC.		
City		
ARLINGTON		
State	Zip Code	Date
TX	76017	01/14/09

Invoice #/Invoice Date/Desc	Amount
2906-096S/01-07-09 LAW BOOKS	2,160.00
PAY INVOICE WITH INVOICE TRANSMITTAL/COMM.'S	
COURT APPROVAL 01-27-09.	
Total	2,160.00

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Paid

Authorized Department Approval

Treasurer's Register Stamp and Number

24

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 01/21/09 | **Submitted By: R. Robertson**
Department: EMS
Court Agenda Date: 01/27/09 | **Phone Number: 281-633-7080**

SUMMARY OF ITEM: Approve awarding service badges to EMS employees Kenneth Rosenbaum and Gale DeClairmont.

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

List Supporting Documents Attached: *Letter to County Judge and Commissioners.*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: **Accounting Unit:** 210540103 **Account Number: 22700**
Activity (If Applicable): R540-Parafund

DESCRIPTION OF LAWSOM ACCOUNT: EMS Paramedic Fund

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 **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)
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☐	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):

AS PER ORIGINAL

HEALTH & HUMAN SERVICES
Emergency Medical Service
Fort Bend County, Texas

January 13, 2009

Honorable Robert Hebert
County Judge
Commissioners' Court

Re: Awarding of EMS Service Badge to Kenneth Rosenbaum and Gale DeClairmont

Gentlemen:

Mr. Rosenbaum is retiring after 28 years and Mrs. DeClairmont is retiring after 23 years of service to the County. EMS is requesting Commissioners Court approval to award Mr. Rosenbaum and Mrs. DeClairmont their service badges. The badge will be mounted and presented to them on an engraved plaque.

Thank you for your consideration.

Sincerely,

Rick Robertson
Deputy Chief

Emergency Medical Service
Daniel Kosler, CP; Director

25A

FORT BEND COUNTY FY 2009
AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 14, 2009	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: January 27, 2009	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Approve revisions to the Fort Bend County Employee Information Manual, Section 704: Family and Medical Leave Act, to reflect DOL 2008 revisions to the FMLA.

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

List Supporting Documents Attached: *Memo to court, revised policy and forms, current policy*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 x (✓ when completed)
If by E-Mail to 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:

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)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Director of Human Resources

To: Judge Robert Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson

From: Kent Edwards

Date: January 14, 2009

Subject: Revisions to Section 704: Family and Medical Leave Act

In November 2008 the Department of Labor released revisions to the Family and Medical Leave Act of 1993. The changes become effective January 16, 2009, and employers are required to update existing policies to reflect the changes in the FMLA. Section 704 of the Fort Bend County Employee Information Manual has been revised accordingly. The significant changes to the regulations and our policy include:

1. A provision for Active Duty Leave to allow employees leave for qualifying exigencies related to the active duty or call to active duty of a family member in the National Guard or Reserves. See Section 704.02 for further information.
2. A provision for Military Caregiver Leave to provide up to 26 weeks leave for employees to care for a spouse, son, daughter, parent, or next-of-kin who has a serious injury or illness incurred in the line of duty while on active duty. (Sec. 704.02)
3. Public employers may now compel employees to use any accrued compensatory time while on FMLA, and to count this time toward the employee's FMLA entitlement (Sec. 704.10). This is a welcome change for the County and employees as it gives them access to additional paid leave when they are on FMLA.
4. The Act now provides more specific definitions of a Serious Health Condition (Sec. 704.04)
5. New forms are provided by the DOL which may help both employers and employees obtain better certification of the need for FMLA leave. These new forms are included with the policy and will be required documentation for all employees seeking leave.

The FMLA provides significant protections for employees and places many responsibilities on the employer. Due to the complexity of the FMLA and the new provisions added this year, Human Resources will be conducting FMLA training sessions in February for supervisors, managers and other employees responsible for administering the FMLA.

The draft revised policy and forms are attached for your review and consideration. The current approved policy is also included for your reference. Questions regarding the revisions can be directed to Kathy Novosad at 281-341-8624.

704 – THE FAMILY AND MEDICAL LEAVE ACT

Section 704.01 The Family and Medical Leave Act of 1993

Fort Bend County employees, both full time and part time, may be entitled to the protection offered by the Family and Medical Leave Act (FMLA). To be eligible for such protection, an employee must have been employed by Fort Bend County for at least twelve (12) months and worked at least 1,250 hours during those twelve months prior to the leave. This policy provides a general overview of employer/employee rights and obligations under the FMLA. Complete details can be found in the FMLA, 29CFR, Part 825, et seq.

Section 704.02 Leave Entitlement

Basic Family and Medical Leave Entitlement: Eligible employees are entitled to up to 12 weeks of job-protected leave in the event of:

1. The birth of a son or daughter, and in order to care for that son or daughter;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition; or
4. A serious health condition that makes the employee unable to perform the functions of the employee's position.

Military Family Leave Entitlement: Eligible employees are entitled to job-protected leave for:

1. Active Duty Leave: Eligible employees whose spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation are entitled to up to 12 weeks of FMLA leave to attend to qualifying exigencies. Examples of qualifying exigencies include but are not limited to: attending military events, arranging for alternative childcare, and post-deployment reintegration briefings.
2. Military caregiver leave: The FMLA provides a leave entitlement of up to 26 weeks for eligible employees to care for a spouse, son, daughter, parent, or next-of-kin who has a serious injury or illness incurred in the line of duty while on active duty.

Section 704.03 Definitions of Relationships

The FMLA defines a son or daughter to mean a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the position of a parent. Except in the case of Military Family Leave, an eligible child shall be under the age of 18, or age 18 or older if incapable of self care because of a mental or physical disability at the time FMLA leave commences. In the case of Military Family Leave, the child may be of any age.

Parent means biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a child.

For purposes of military caregiver leave, next of kin is defined as the nearest blood relative other than the covered service member's spouse, parent, son or daughter in the following order: a) blood relative who has been granted legal custody, b) siblings c) grandparents d) aunts and uncles, and e) first cousins.

Section 704.04 Definition of Serious Health Condition

The FMLA defines a serious health condition as an illness, injury, impairment or physical or mental condition that involves one or more of the following:

1. Inpatient care: an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment relating to the same condition.
2. Absence plus treatment: a period of incapacity of more than three

consecutive calendar days, including any period of incapacity or subsequent treatment relating to the same condition that also involves (a) treatment two or more times by a health care provider within 30 days of the first day of incapacity, or (b) treatment on at least one occasion which results in a regiment of continuing treatment under the supervision of a health care provider.

3. Pregnancy or prenatal care: any period of incapacity due to pregnancy or for prenatal care.
4. Chronic conditions: Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that (a) requires periodic visits (at least twice a year) for treatment by a health care provider, (b) continues over an extended period of time, and (c) may cause episodic rather than a continuing period of incapacity.
5. Permanent or long-term conditions: a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The patient must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, severe stroke, terminal cancer)
6. Conditions requiring multiple treatments: any period of absence to receive multiple treatments by a health care provider, where such treatment may prevent a longer period of incapacity. (Examples include restorative surgery after an accident, chemotherapy, radiation, physical therapy for arthritis)

Section 704.05 Intermittent Leave

Under certain specific circumstances, FMLA leave may be taken on an intermittent or reduced schedule basis. A schedule for taking such leave shall be agreed upon to the extent possible by the employee and the elected official or department head, and the employee shall attempt to schedule leave so as to not unduly disrupt the operations of the department. Employees on intermittent leave must adhere to department policies for scheduling, requesting and reporting leave.

Employees will be required to provide certification from a licensed medical practitioner regarding the need for intermittent leave. The certification must include a reasonable estimate of the expected duration and frequency of the need for leave.

Section 704.06 Definition of 12 Month Period

Fort Bend County observes a rolling calendar year for purposes of FMLA. During any given 12-month period, an employee may qualify for a maximum of 12-weeks of FMLA leave (or 26 weeks in the case of military caregiver leave), regardless of the number of FMLA qualifying events an employee experiences during the 12 month period.

If an employee exhausts their FMLA entitlement in a twelve month period and is unable to return to duty, additional leave may be granted at the discretion of the elected official/department head. The provisions of Policy 706, Leave of Absence, shall apply to any additional leave.

Section 704.07 When Both Spouses are County Employees

If a husband and wife are both employed by Fort Bend County, they may take a combined 12 weeks of FMLA leave to care for a newborn or newly placed adopted or foster child, or to care for a parent with a serious health condition.

Section 704.08 Notification

If a leave is foreseeable, employees must give thirty (30) calendar days notice of their intention to take FMLA leave. Otherwise, notice should be given as

Requirements

soon as possible. Employees must follow their department's usual procedures for requesting and reporting leave, and must contact their department on the first workday of each week to report their status and intent to return to work.

If the employee is eligible for FMLA, the elected official/department head or supervisor will notify the employee in writing within five (5) business days (Form 704-A). When the required certification as listed in Section 704.09 is received, the employee shall be notified within five (5) business days that the leave is designated as FMLA leave (Form 704-B).

Section 704.09 Certification Requirements

Fort Bend County requires that employees provide the following documentation and/or certification to qualify for FMLA. An employee who fails to provide a properly completed certification as required within a reasonable time frame, but not less than 15 days, may be denied FMLA leave until proper certification is secured. The following certification requirements apply, and the forms are included at the end of this policy:

1. Form WH-380-E for leave due to pregnancy or an employee's own serious health condition, including intermittent leave.
2. Form WH-380-F for leave to care for a family member with a serious health condition, including intermittent leave. Proof of relationship may also be required.
3. Form WH-384, for Active Duty Leave. In addition, employees should provide documentation from the military verifying the family member has been called to active duty.
4. Form WH-385, for Military Caregiver Leave.

Employees must provide certification of fitness to return to duty when returning from FMLA taken for the employee's own serious health condition.

Section 704.10 Accrued Paid Time Concurrent with FMLA Leave

An employee on FMLA leave is required to concurrently use any accrued paid leave, e.g. vacation, sick, deferred and compensatory time[1]. Paid leave may be used in any order, consistent with County policies, provided that all available accrued paid leave is used prior to the use of unpaid leave. Once accrued paid leave has been exhausted, the remaining leave will be without pay.

Section 704.11 Medical and Other Benefits during FMLA

Employees taking leave under the FMLA are entitled to continue health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. Employees will be required to pay their share of employee and dependent health insurance premiums while on leave.

An employee taking FMLA leave without pay will not accrue vacation or sick time nor receive longevity pay. The period of FMLA leave shall not be treated as a break in service. However, an employee will not receive credit for service for purposes of vesting and retirement eligibility during any month in which no contribution is made to the employee's retirement account.

Section 704.12 Worker's Compensation

It is the policy of Fort Bend County to designate Worker's Compensation leave as FMLA leave if the nature of the injury sustained on the job qualifies as a serious health condition. FMLA shall run concurrent with Worker's Compensation, but this designation shall in no way affect an employee's rights under the Worker's Compensation Act. Accrued paid leave shall not be

[1] FMLA allows use of exempt and non-exempt comp time effective January 16, 2009

substituted for any purpose during the period in which the employee is receiving worker's compensation benefits.

Section 704.13 FMLA Protection

An employee of the County who takes an approved FMLA leave of 12 weeks or less (or 26 weeks or less for military caregiver leave), and fulfills the employee's responsibilities and requirements under the act, shall be entitled to return to a position and rate of pay equivalent to that which the employee held prior to the leave. Note that employee's must provide certification of fitness to return to duty when returning from FMLA taken for the employee's own serious health condition.

An employee shall not be subject to discrimination or retaliation for having exercised their right to FMLA leave. An employee's exercise or attempt to exercise his or her rights under the FMLA shall not be interfered with, restrained or denied, nor shall an employee's use of FMLA leave be used as a negative factor in employment actions, including but not limited to hiring, promotion, transfers, training, disciplinary actions, or other terms and conditions of employment.

Policy Approved and Adopted By:
Fort Bend County Commissioners Court
September 21, 1993
Revised: September 30, 2003
Revised: January 27, 2009

Family and Medical Leave Act
Eligibility Notification

To be completed by employer:

TO: _____:

You have requested, or otherwise provided notice, that you may need a leave of absence under the Family and Medical Leave Act, for the approximate dates of _____ until _____ for the following qualifying reason:

- ☐ The birth of a child, or placement of a child for adoption or foster care
- ☐ You own serious health condition
- ☐ To care for a family member with a serious health condition (provide name and relationship) _____
- ☐ A qualifying exigency for a family member in the National Guard or Reserves called to active duty
- ☐ To care for a family member or next of kin with a serious injury or illness incurred in the line of duty while on active duty in the military

The purpose of this notice is to inform you:

- ☐ You are eligible for FMLA leave.

- ☐ You are not eligible for FMLA leave at this time because:
  - ☐ You have not worked for Fort Bend County for at least 12 months, or
  - ☐ You have not worked at least 1,250 hours in the preceding 12 months, or
  - ☐ You have already exhausted your FMLA leave entitlement

Further information regarding FMLA is available in the Fort Bend County Employee Information Manual, Section 704, or by contacting Human Resources at 281-341-8624.

If you are eligible, **please note that your FMLA leave may not yet be approved.** You must return the appropriate certification form within 15 business days from receipt of the form. We must have a properly completed certification form in order to classify your leave as protected leave under the FMLA.

Signature of Department Head and Date:

_____

Notification of Leave Designation

TO: _____

FROM: _____

DATE: _____

This notice is to inform you that your request for leave under the FMLA is

☐ Not approved. See below for explanation

_____

_____

☐ Approved. Please note the following rights and responsibilities:

1. Absences related to this FMLA qualifying event will be designated as FMLA leave. You are eligible for up to 12 weeks of leave in a rolling twelve month period (26 weeks for Military Caregiver Leave). Based on the information available, we anticipate that _____ days/hours will be designated as FMLA.
2. You are entitled to continue medical benefits at the same rate and coverage as before the leave. If you normally pay a portion of the premium for your own or your dependent's health benefits, you must continue to make such payments during FMLA leave.
3. You must call your supervisor on the first workday of each week to inform them of your status and intent to return to work.
4. You will be required to use any accrued paid leave, including sick, vacation, deferred and compensatory time, while you are on leave. If all paid leave is exhausted, the remaining leave will be without pay.
5. While on unpaid leave, you will not accrue any benefits such as vacation, or sick leave, nor will you receive longevity payments.
6. You must provide re-certification of the need for leave if an extension to your original request is needed.
7. If this leave is due to your own serious illness or injury, you will be required to furnish certification from your medical provider that you are able to perform the essential functions of your position before returning to work. A job description will be provided to you.
8. You are entitled to reinstatement to the same or equivalent position at the same pay, benefits and terms and conditions of employment if your leave does not extend beyond the FMLA entitlement.

☐ For employees on leave due to an injury sustained while working (**Workers Compensation Leave**): This notice is to inform you that leave taken due to your workers comp qualifying injury will also be designated as FMLA leave. This designation will in no way affect your workers compensation benefits, and you will not be required to use accrued paid leave while you are receiving workers compensation.

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Department name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

_____

OR Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

CONTINUED ON NEXT PAGE

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Mark below as applicable:
   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   ___No ___Yes. If so, dates of admission:

   _____

   Date(s) you treated the patient for condition:

   _____

   Will the patient need to have treatment visits at least twice per year due to the condition? ___No ___ Yes.

   Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
   ____No ____Yes. If so, state the nature of such treatments and expected duration of treatment:

   _____

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

   Is the employee unable to perform any of his/her job functions due to the condition: ____ No ____ Yes.

   If so, identify the job functions the employee is unable to perform:

   _____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

   _____

   _____

   _____

   _____

   _____

   _____

   _____

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

   If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

   If so, are the treatments or the reduced number of hours of work medically necessary? ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Estimate the part-time or reduced work schedule the employee needs, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ____No ____Yes.

   Is it medically necessary for the employee to be absent from work during the flare-ups? ____ No ____Yes. If so, explain:

   _____

   _____

   Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

   Frequency: _____ times per _____ week(s) _____ month(s)

   Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Certification of Health Care Provider for Family Member's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Department name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

_____

_____

_____

_____ _____
Employee Signature Date

CONTINUED ON NEXT PAGE

SECTION III: For Completion by the HEALTH CARE PROVIDER
INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address:_____

Type of practice / Medical specialty: _____

Telephone: (_____)_____ Fax:(_____)_____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

   Probable duration of condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
   ___No ___Yes. If so, dates of admission: _____

   Date(s) you treated the patient for condition: _____

   Was medication, other than over-the-counter medication, prescribed? ___No ___Yes.

   Will the patient need to have treatment visits at least twice per year due to the condition? ___No ____ Yes

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
   ____ No ____Yes. If so, state the nature of such treatments and expected duration of treatment:

   _____

   _____

2. Is the medical condition pregnancy? ___No ___Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

_____

_____

_____

_____

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___No ___Yes.

   Estimate the beginning and ending dates for the period of incapacity: _____

   During this time, will the patient need care? __ No __ Yes.

   Explain the care needed by the patient and why such care is medically necessary:

   _____

   _____

   _____

   _____

   _____

5. Will the patient require follow-up treatments, including any time for recovery? ___No ___Yes.

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Explain the care needed by the patient, and why such care is medically necessary: _____

   _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? __ No __ Yes.

   Estimate the hours the patient needs care on an intermittent basis, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

   Explain the care needed by the patient, and why such care is medically necessary:

   _____

   _____

   _____

   _____

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ____No ____Yes.

   Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

   Frequency: _____ times per _____ week(s) _____ month(s)

   Duration: _____ hours or ___ day(s) per episode

   Does the patient need care during these flare-ups? ____ No ____ Yes.

   Explain the care needed by the patient, and why such care is medically necessary: _____

_____

_____

_____

_____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Health Care Provider **Date**

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.
DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

Certification of Qualifying Exigency For Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations. 29 C.F.R. § 825.309.

Department name: _____

Department Contact : _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 C.F.R. § 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: _____
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

_____
First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following:

___ A copy of the covered military member's active duty orders is attached.
___ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
___ I have previously provided my employer with sufficient written documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

CONTINUED ON NEXT PAGE

PART A: QUALIFYING REASON FOR LEAVE

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

_____

_____

_____

_____

_____

_____

2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached. ☐ Yes ☐ No ☐ None Available

PART B: AMOUNT OF LEAVE NEEDED

1. Approximate date exigency commenced: _____

   Probable duration of exigency: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency? ☐ No ☐ Yes.

   If so, estimate the beginning and ending dates for the period of absence:

   _____.

3. Will you need to be absent from work periodically to address this qualifying exigency? ☐ No ☐ Yes.

   Estimate schedule of leave, including the dates of any scheduled meetings or appointments:_____

   _____

   _____

   _____

   Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

   Frequency: _____ times per _____ week(s) _____ month(s)

   Duration: _____ hours ___ day(s) per event.

CONTINUED ON NEXT PAGE

PART C:

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Describe nature of meeting: _____

_____

_____

_____

_____

_____

_____

_____

_____

PART D:

I certify that the information I provided above is true and correct.

_____ _____

Signature of Employee Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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Certification for Serious Injury or Illness of Covered Servicemember - - for Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181
Expires: 12/31/2011

Notice to the EMPLOYER INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee Is Requesting Leave INSTRUCTIONS to the EMPLOYEE or COVERED SERVICEMEMBER: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 C.F.R. § 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a covered servicemember's serious injury or illness includes written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty and that the covered servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave.

CONTINUED ON NEXT PAGE

Certification for Serious Injury or Illness of Covered Servicemember - - for Military Family Leave (Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

SECTION I: For Completion by the EMPLOYEE and/or the COVERED SERVICEMEMBER for whom the Employee Is Requesting Leave: (This section must be completed first before any of the below sections can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and Address of Employer (this is the employer of the employee requesting leave to care for covered servicemember):

_____

Name of Employee Requesting Leave to Care for Covered Servicemember:

_____
First Middle Last

Name of Covered Servicemember (for whom employee is requesting leave to care):

_____
First Middle Last

Relationship of Employee to Covered Servicemember Requesting Leave to Care:
☐ Spouse ☐ Parent ☐ Son ☐ Daughter ☐ Next of Kin

Part B: COVERED SERVICEMEMBER INFORMATION

(1) Is the Covered Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves? ___Yes ___No

If yes, please provide the covered servicemember's military branch, rank and unit currently assigned to:

_____

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)? ___Yes ___No If yes, please provide the name of the medical treatment facility or unit:

_____

(2) Is the Covered Servicemember on the Temporary Disability Retired List (TDRL)? ___Yes ___No

Part C: CARE TO BE PROVIDED TO THE COVERED SERVICEMEMBER

Describe the Care to Be Provided to the Covered Servicemember and an Estimate of the Leave Needed to Provide the Care:

_____

SECTION II: For Completion by a United States Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; or (3) a DOD non-network TRICARE authorized private health care provider. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). (Please ensure that Section I above has been completed before completing this section.) Please be sure to sign the form on the last page.

Part A: HEALTH CARE PROVIDER INFORMATION
Health Care Provider's Name and Business Address:

_____ _____

Type of Practice/Medical Specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider: _____

Telephone: ( ) _____ Fax: ( ) _____ Email: _____

PART B: MEDICAL STATUS

(1) Covered Servicemember's medical condition is classified as (Check One of the Appropriate Boxes):

☐ **(VSI) Very Seriously Ill/Injured** – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ **(SI) Seriously Ill/Injured** – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

☐ **OTHER Ill/Injured** – a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

☐ **NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380 or an employer-provided form seeking the same information.)

(2) Was the condition for which the Covered Service member is being treated incurred in line of duty on active duty in the armed forces? ☐ Yes ☐ No

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

(5) Is the covered servicemember undergoing medical treatment, recuperation, or therapy? ☐ Yes ☐ No. If yes, please describe medical treatment, recuperation or therapy:

PART C: COVERED SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER

(1) Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery? ___ Yes ___ No
If yes, estimate the beginning and ending dates for this period of time: _____

(2) Will the covered servicemember require periodic follow-up treatment appointments?
___ Yes ___ No If yes, estimate the treatment schedule: _____

(3) Is there a medical necessity for the covered servicemember to have periodic care for these follow-up treatment appointments? ___ Yes ___ No

(4) Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)? ___ Yes ___ No If yes, please estimate the frequency and duration of the periodic care:

_____

_____

Signature of Health Care Provider: _____ **Date:** _____

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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704 - THE FAMILY AND MEDICAL LEAVE ACT

Section 704.01 The Family Medical Leave Act Of 1993

All eligible Fort Bend County employees are entitled to the protection offered by the Family and Medical Leave Act of 1993 (the "FMLA"), 29 U.S.C. 2601, et seq. and the regulations adopted thereunder.

Section 704.02 Eligibility Requirements

An employee who has been employed by Fort Bend County for at least twelve (12) months and worked at least 1,250 hours during those twelve months prior to the leave, shall be entitled to up to twelve (12) weeks of leave for one or more of the following:

1. The birth of a son or daughter, and in order to care for that son or daughter;

2. The placement of a child with the employee for adoption or foster care;

3. To care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition; or

4. A serious health condition that makes the employee unable to perform the functions of the employee's position.

An employee's entitlement to leave under 1 or 2 above shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the son or daughter.

Section 704.03 Serious Health Condition

"Serious Health Condition" shall mean an illness, injury, impairment, or physical or mental condition that involves:

A. Inpatient care in a hospital, hospice, or residential medical care facility;
B. Continuing treatment by a health care provider;
C. Absence for more than three calendar days with continuing treatment by a health care provider; and
D. Chronic, but not debilitating conditions that generally cause episodic periods of incapacity.

Section 704.04 Definitions of RELATIONSHIPS

Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the position of a parent.

Parent means biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a child.

Section 704.05 Commencement of FMLA

Fort Bend County observes a rolling calendar year. The 12-month period during which an employee may qualify for 12 weeks of FMLA leave will commence on the date of the employee's first absence of the FMLA leave.

Section 704.06 Reinstatement

An employee of the County who takes an approved leave under the FMLA will be entitled to return to an equivalent position at the same wage or salary. During the FMLA leave, the County at the same rate will provide group health insurance and the employee is responsible for dependent benefits premiums if the FMLA leave is without pay.

Section 704.07 Accrued Paid Time Concurrent with Leave

An employee on FMLA leave is required to concurrently use any accrued paid leave, e.g. vacation, sick, holidays, non-exempt deferred time, and in the case of exempt employees, compensatory time. Paid leave may be used in any order, consistent with County policies, provided that all available accrued paid leave is used prior to the use of unpaid leave. Once accrued paid leave has been exhausted, the additional FMLA will be leave without pay. Fort Bend County policy does not permit non-exempt employees to utilize compensatory time while on FMLA leave.

Section 704.08 Benefits

An employee taking FMLA leave without pay will not accrue vacation or sick time. The period of FMLA leave shall be treated as continued service for persons vesting and eligibility to participate in the Counties retirement plan.

Section 704.09 If Both Spouses are County Employees

If a husband and wife are both employed by Fort Bend County, they may take **a total** of twelve (12) weeks of FMLA leave if the leave arises out of the same event, but not twelve (12) weeks each.

Section 704.10 Notification Requirements

If a leave is foreseeable, employees must give Fort Bend County thirty (30) calendar days notice of their intention to take FMLA leave. Otherwise, notice should be given as soon as possible. Fort Bend County reserves the right to retroactively designate leave as FMLA if the leave qualifies under § 825.208 of the FMLA regulations.

If the employee is eligible for FMLA and a leave is approved, the elected official/department head or supervisor will notify the employee in writing that the leave has been approved as FMLA leave within two business days of the commencement of the leave.

Section 704.11 Health Care Provider Certification

An employee taking FMLA leave for a serious health condition or to care for a family member with a serious health condition will be required to provide certification from the health care provider.

Forms for requesting FMLA leave and for providing certification from the health care provider are included on the next page. Additional forms are available from the Human Resources Department.

Section 704.12 FMLA Designation

An absence of three business days or more, requiring continuous care by a health care provider will be designated as FMLA leave by the elected official/department head or supervisor. Continuous care is defined as regularly scheduled visits to the health care provider during the leave period.

Section 704.13 Worker's Compensation

If an employee sustains an injury in the course of employment for which the employee is receiving worker's compensation benefits, and the nature of the injury also qualifies under FMLA, it is the policy of Fort Bend County to run the leave concurrently.

While on worker's compensation leave, accrued paid leave shall not be substituted for any purpose during the period in which the employee is receiving worker's compensation benefits.

Section 704.14 Intermittent Leave

Under certain specific circumstances, FMLA leave may be taken on an intermittent or reduced schedule basis. If an intermittent or reduced schedule is used, a schedule for taking such leave shall be agreed upon to the extent possible by the employee and the elected official or department head. The employee shall attempt to schedule leave so as not to unduly disrupt the operations of the department.

Section 704.15 FMLA Protection

An employee shall not be subject to discrimination or retaliation for having exercised FMLA leave. An employee's exercise or attempt to exercise his or her right under the FMLA shall not be interfered with, restrained, or denied, nor shall an employees use of FMLA leave be used as a negative factor in employment actions, including but not limited to hiring, promotion, transfers, training, disciplinary actions, or other terms and conditions of employment. The time during which an employee is on FMLA leave shall not be counted for purposes of the Counties attendance policies.

Policy Approved and Adopted By:
Fort Bend County Commissioners Court
September 21, 1993
Revised: September 30, 2003

FORT BEND COUNTY REQUEST FOR FAMILY OR MEDICAL LEAVE
FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

(To be completed by Employee)

I, _____, request leave of absence under the Family and Medical Leave Act of 1993, beginning _____ (date) and ending on or about _____ (date), as described in the attached "Certification of Health Care Provider". I understand that this certification must be returned by: _____ (three weeks from receipt).

I understand that I must report my status and intent to return to work EVERY MONDAY to _____, (supervisor). I also understand that I may be required to furnish periodic re-certification of health condition, a certification of fitness to return to duty, signed by my healthcare provider, prior to my return to work.

_____ _____
Signature of Employee Date

(To be completed by department designee, copy given to Employee)

1) This is to inform you that:

You are ☐ eligible ☐ not eligible for leave under the FMLA.

2) We require that you substitute accrued paid leave for unpaid FMLA leave. For paid leave, the following conditions will apply:
An employee on FMLA leave is required to concurrently use any accrued paid leave, e.g. vacation, sick, holidays, and in the case of exempt employees, compensatory time. Additional time-off will be leave without pay. Fort Bend County policy does not permit non-exempt employees to utilize compensatory time while on FMLA leave.

3) You ☐ will ☐ will not be required to furnish re-certification relating to a serious health condition every thirty calendar days if an extension of FMLA leave is requested.

4) For your (employee's) serious health condition, you may be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is requested and not received, your return to work may be delayed until certification is provided.

5) If you normally pay a portion of the premiums for your health benefits, these payments will continue during the period of FMLA leave. You are informed that arrangements for payments should be made with Risk Management.

While on unpaid leave, you will not accrue any benefits such as vacation, sick leave or "credited service" for retirement purposes.

_____ _____
Signature of Elected Official or Department Head Date

Form 7A Revised February 10, 2004

FORT BEND COUNTY CERTIFICATION OF HEALTH CARE PROVIDER
(FAMILY AND MEDICAL LEAVE ACT OF 1993)

1. Employee's Name _____

2. Patient's Name (if different from employee): _____

3. The attached sheet describes what is meant by a **"serious health condition"** under the Family and Medical Leave Act. Does the patient's condition[1] qualify under any of the categories described? If so, please check the applicable category.

   (1)____ (2)____ (3)____ (4)____ (5)____ (6)____ or None of the above____

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. If applicable, state the approximate date the condition commenced, and the probable **duration** of the condition (and the probable duration of the patient's incapacity if different):

   b. Will it be necessary for the employee to work only **intermittently or to work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)? _____

   If yes, give the probable duration:

   c. If the condition is a **chronic condition** (condition #4) or **pregnancy,** state whether the patient is presently incapacitated[2] and the likely duration and frequency of **episodes of incapacity[2]:**

6. a. If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments:

   If the patient will be absent from work or other daily **activities** because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number and intervals between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

[1] Here and elsewhere on this form, the information sought related only to the condition for which the employee is taking FMLA leave.

[2] **"Incapacity"** for the purpose of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

b. If any of these treatments will be provided by another provider of health services (*e.g.* physical therapist), please state the nature of these treatments:

c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (*e.g.* prescription drugs, physical therapy requiring special equipment):

7. a. If medical leave is required for the employee's **absence from work** because of the employee's **own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform** work of any kind?

   b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)?

   If yes, please list the essential functions the employee is unable to perform:

   c. If neither a. nor b. above apply, is it necessary for the employee to be **absent from work for treatment?**

8. a. If leave for an employee is required to care for a family member with a serious health condition, does **the patient require assistance** for basic medical or personal needs, or safety, or for transportation?

   b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

   c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable duration of this need:

_____ _____

Signature of Health Care Provider Date

_____

Type of Practice

_____

Address and Telephone Number

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

_____ _____

Employee Signature Date

A **"Serious Health Condition"** means an illness, injury, impairment, or physical or medical condition that involves one of the following:

1. Hospital Care

Inpatient care (*i.e.* an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity[2] or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

A period of incapacity [2] of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity[2] relating to the same condition), that also involves :

(1) **Treatment[3] two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.* physical therapist) under orders of, or on referral by, a health care provider; *or*

(2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment**[4] under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care.**

4. Chronic Conditions Requiring Treatments

A chronic condition which:

1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of the health care provider.

2) Continues over an extended period of time (including recurring episodes of a single underlying condition).

3) May cause episodic rather than a continuing period of incapacity (*e.g.* asthma, diabetes, epilepsy, *etc.*).

[2] "Incapacity" for the purpose of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

[3] Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

[4] A regimen of continuing treatment includes, for example, a course of prescription medication (*e.g.* an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

5. Permanent/Long-term Conditions Requiring Supervision

A period of **incapacity**[2] is a **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a health care provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of incapacity**[2] **of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

[2] "Incapacity" for the purpose of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

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FORT BEND COUNTY FY 2009
AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 21, 2009	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: January 27, 2009	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Approve revisions to the Fort Bend County Employee Information Manual, Section 510: Retirement.

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

List Supporting Documents Attached: *Memo to court, revised policy, current policy*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 x (✓ when completed)
If by E-Mail to 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:

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)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Director of Human Resources

To: Judge Robert Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson

From: Kent Edwards

Date: January 21, 2009

Subject: Revisions to Section 510: Retirement

Human Resources is submitting the attached revision of Section 510 of the Employee Information Manual for your consideration. No significant changes have been made to the policy, but we felt that clarifications were needed to communicate the criteria of the retirement plan, including provisions for contributions, interest, vesting, and withdrawals.

The revised policy also clarifies when an employee becomes eligible for retirement. TCDRS has always communicated to employees that they are eligible to retire after working just one day in the month in which they meet any one of the three qualification criteria of the plan: age 60 with 8 years of service, any age with 30 years of service, or the rule of seventy-five.

The draft revised policy is attached for your review and consideration. The current approved policy is also included for your reference. Questions regarding the revisions can be directed to Kathy Novosad at 281-341-8624.

510 – RETIREMENT

Section 510.01 Retirement System

Fort Bend County participates in the Texas County and District Retirement System (TCDRS). The retirement plan is managed by TCDRS, and the County funds the retirement plan at an amount set annually by Commissioners Court. Human Resources administers plan enrollment, withdrawal and retirement for the County.

Section 510.02 Eligibility

All part-time[1] and full-time employees of the County become members of the retirement system after making their first deposit into their account at TCDRS. Once an employee becomes a member of TCDRS, membership continues until an employee withdraws their funds. Participation in TCDRS is mandatory. All eligible employees must participate in the retirement program

Section 510.03 *Contributions and* Interest

Seven percent (7%) of each eligible employee's salary is deducted from their pay and deposited in their TCDRS account beginning with their first pay check. Seven percent (7%) annual interest is credited each December 31 on the balance from the beginning of the year (or pro-rated if retirement or withdrawal takes place before December).

Employees shall receive no credited time towards vesting or retirement eligibility for any month in which no contribution is made to their TCDRS account, including periods of unpaid leave under the Family and Medical Leave Act (FMLA).

Section 510.04 Vesting

The vesting period is eight (8) years[2]. After 8 years of continuous employment with the County and participation in TCDRS, an employee is eligible to receive a two-to-one match from the County on all contributions and earned interest upon qualifying for retirement under one of the three options listed in Section 510.06. If a vested employee withdraws their funds from TCDRS before they reach retirement eligibility, no matching funds will be provided.

Section 510.05 Withdrawals

TCDRS does not allow current employees to withdraw any amount from their retirement account. Withdrawal may only be made when an employee either retires or otherwise terminates employment with the County.

If an employee terminates employment with Fort Bend County before they reach retirement eligibility, the following options are available:

1. If the employee is vested, they may leave the funds in the TCDRS account and receive the retirement when they qualify. (see Section 510.06)
2. If the employee is not vested, they may still leave the funds in the TCDRS account and continue to earn annual interest
3. The funds may be rolled over into a qualified retirement plan of the employee's choice
4. The funds may be withdrawn in one lump sum less taxes and penalty due to the IRS

Section 510.06 Retirement Qualification

An employee is eligible for retirement with Fort Bend County if one of the following qualifications is met:

1. Eight (8) years of service and at least sixty (60) years old;
2. Thirty (30) years of service; or

3. Rule of seventy-five (75) – Age plus years of service equal seventy-five (75).

For purposes of this policy, an employee will be **eligible** to retire after working at least one work day in the month in which they first meet one of the qualifications listed above, or at any time thereafter. Retirement will be **effective** on the last work day of the month in which the employee chooses to retire, and the first retirement payment will be received on the last work day of the month following the effective date.

An employee who qualifies for retirement with Fort Bend County may be eligible to continue medical benefits if they meet the conditions detailed in Section 511. Employees are advised to consult with Risk Management prior to deciding on a retirement date, to ensure they have no break in medical coverage. A break in coverage will result in the employee being ineligible for medical benefits at retirement.

The life insurance benefits and long-term disability benefits paid by Fort Bend County will be discontinued at retirement.

Section 510.07 Subsequent Rehire

Any individual who retires from Fort Bend County will not be considered for employment/re-employment with the County for a period no less than 12 consecutive calendar months from the date of retirement. Department Heads who wish to rehire a retiree within that 12 month period must obtain the approval of Commissioners Court.

Section 510.08 Retirement Information

Additional information regarding retirement is available from the TCDRS Member Information Guide, at the TCDRS website, www.tcdrs.org, or by contacting TCDRS at:

Texas County and District Retirement System
P. O. Box 2034
Austin, Texas 78768-2034
(800) 823-7782

Retirement seminars, attended by representatives from TCDRS, the Social Security Administration, Human Resources, Risk Management, and Section 457 Plan vendors, are held quarterly. Employees should attend one session early in their Fort Bend County career, and again when they near retirement eligibility so they can plan adequately for their retirement. Those employees nearing retirement eligibility should also contact Human Resources for a retirement consultation meeting.

Policy Approved and Adopted By:
Fort Bend County Commissioners Court
July 20, 1993
Revised: February 10, 2004
Revised: November 7, 2006
Revised: January 27, 2009

[1] Effective January 1, 2007, all non-temporary part-time employees of the County must be enrolled in TCDRS.

[2] Employees who were members of TCDRS before January 1, 2000 may be vested with 4 years of service.

510 - RETIREMENT

Section 510.01 Retirement System

Fort Bend County participates in the Texas County and District Retirement System (TCDRS).

Section 510.02 Eligibility

All part-time[1] and full-time employees of the County become a member of the retirement system after making their first deposit into their account at TCDRS. Once an employee becomes a member of TCDRS, membership continues until an employee withdraws their funds.

Section 510.03 Contributions

Seven percent (7%) of an employee's salary is automatically deducted from their paycheck, and Fort Bend County contributes the amount needed to fund the plan, which is determined annually by TCDRS. If an employee terminates employment with Fort Bend County with less than eight years service, the employee may either choose to leave the money in the retirement system, or withdraw the employee portion of the contributions (plus interest) in one lump sum less payment due to the IRS, or roll-over their employee portion plus interest into a qualified retirement plan.

If an employee terminates employment with Fort Bend County with more than eight years service, the employee may leave the employee portion in TCDRS in an interest-bearing account and receive the retirement when qualified under one of the three options listed in Sec. 510.05, or withdraw the employee contributions plus interest in one lump sum less payment due to the IRS, or roll the amount over into a qualified retirement plan.

Section 510.04 Vesting

The vesting period is eight (8) years. [2]

Section 510.05 Retirement Options

An employee is eligible for retirement with Fort Bend County if one of the following qualifications is met:

1. Eight (8) years of service and at least sixty (60) years old;
2. Thirty (30) years of service; or
3. Rule of seventy-five (75) – Age plus years of service equal seventy-five (75).

An employee who qualifies for retirement with Fort Bend County may be eligible for medical benefits if they meet the conditions detailed in Sec. 511. The life insurance benefits and long-term disability benefits paid by Fort Bend County will be discontinued at retirement.

[1] Effective January 1, 2007, all non-temporary part-time employees of the County must be enrolled in TCDRS.

[2] If you were a member of TCDRS before 2000, you may be vested with 4 years of service.

Section 510.06 Subsequent Rehire

Any individual who retires from Fort Bend County will not be considered for employment/re-employment with the County for a period no less than 12 consecutive calendar months from the date of retirement. Elected Officials and Department Heads who wish to rehire an individual designated a retiree must get the approval of Commissioner's Court.

Section 510.07 Retirement Options

Additional information regarding retirement is available from the TCDRS Member Information Guide, at the TCDRS website, www.tcdrs.org, or by contacting TCDRS at:

Texas County and District Retirement System
P. O. Box 2034
Austin, Texas 78768-2034
(800) 223-8778
Employees may also contact the Human Resources Department at 281-341-8617 for retirement information.

Policy Approved and Adopted By:
Fort Bend County Commissioners Court
July 20, 1993
Revised: February 10, 2004
Revised: November 7, 2006

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 27th day of January 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **JP 1-2 Technology Fund** **240455201**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
JP 1-2 Tech Fund/ Information Technology	240455201-65000	$ 1,800
	TOTAL TRANSFERRED TO:	**$ 1,800**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
JP 1-2 Tech Fund/Court Cost	240455201-51220	$ 1,800
	TOTAL TRANSFERRED FROM:	**$ 1,800**

EXPLANATION: To amend the budget pursuant to LGC 111.0706 to allocate funds for JP 1-2 to purchase additional parts and software not included in the approved quote of HP Printer 4345 mfp to make equipment operational.

Department Head: RA Date: 1/21/09

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

PR

Form BO1
Revised 10/2005

JUDGE GARY A. GEICK
JUSTICE OF THE PEACE, PRECINCT ONE, PLACE TWO
FORT BEND COUNTY, TEXAS
Mailing Address: 301 JACKSON, RICHMOND, TEXAS 77469
Physical Address: 1517 Ransom Road, Suite 100, Richmond, Texas
281-341-3743 / 281-341-3746

January 9, 2009

This request is for the Court to take appropriate action to transfer funds in the amount of $1800.00 from the JP Tech fee to cover the deficiency in purchasing our copier which is in need of repair, as well as replacement. We were granted funds in our 2009 budget, but the amount given to us in our quote was incorrect. Also, additional software is needed to support the new machine.
Additionally, our fax machine now is also not working. The new piece of equipment is capable of fax functionality, and would be able to replace our existing machine. At this time we have been loaned a fax machine since we have no funds to purchase a fax machine.

Thank you.

Sara Rosas
Court Coordinator

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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 27, 2009

Consent Agenda:

1. Authorize advertising for bids/RFPS/Statement of Qualifications for the following:

   a. Construction of Missouri City Annex;
   b. Carpet;
   c. Elevator maintenance at Jail;
   d. Toner and ink cartridges;
   e. Culverts;
   f. Bridge material;
   g. Road material;
   h. Debris clearing, removal and disposal;

2. Authorize Change in Scope for Architect's and Construction Management agreements for Justice Center, and approve advertising for Statements of Qualification for Design/Build contractor for a parking garage on 40-Acre campus.

Regular Agenda:

1. Take all appropriate action to grant an exemption to the competitive bid process as authorized by Local Government Code §262.024 (a)(4) for the purchase of a professional service, for renewal of security management program from Cybertrust, Inc., for an amount not to exceed $80,000. (Funding equally divided between Library and Information Technology) 27A

2. Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the purchase of an item available from only one source for online databases from Ebsco Publishing, in an amount not to exceed $36,000.00. (Funding: Library 100650100 63500) 27B

3. Take all appropriate action on agreement with McDonald Electric for South Post Oak baseball field lighting pursuant to Q09-019, in an amount not to exceed $189,000.00. (Funding: Facilities 732418888 - P418B-06SPOSTOK, Prop 3-South Post Oak Expansion) 27C

4. Take all appropriate action on agreement with Wellington Electric for Mustang Park electrical project pursuant to Q09-022, in an amount not to exceed $59,040.00. (Funding: Parks 100687888 64600 P687-08PSLIGHTS 20100) 27D

5. Take all appropriate action on professional services agreement with K.R. Moore and Associates for compensation review services, in an amount not to exceed $27,000.00. (Funding: HR 100412100 63000) 27E

6. Take all appropriate action on Interlocal agreement between Montgomery County and Fort Bend County. 27F

7. Take all appropriate action on purchase of 6000 gallon emulsion tank from R B Everett and Company utilizing Houston Galveston Area Council (HGAC) agreement SM10-08, in an amount not to exceed $48,555.00. (Funding: R&B 155611100 64500 G560-07BZPP 22100) 27G

8. Take all appropriate action to purchase furniture and equipment for jail expansion utilizing Texas Multiple Award Schedule (TXMAS) contracts. (Funding: Jail Expansion Project 732418888 64600 P418B-06JAILEXP 35000) 27H

9. Take all appropriate action to reject all submittals on Q08-096 design/build construction of model airplane pavilion. 27I

10. Take all appropriate action to donate water tanker to the Fort Bend Firefighters Association pursuant to Local Government Code §262.152(a)(4). 27J

11. Take all appropriate action to authorize the Purchasing Agent to sell forty (40) county vehicles as surplus property at auction on February 7, 2009. 27K

CYBERTRUST SERVICES - SERVICE ATTACHMENT
Security Management Program Services

I. AGREEMENT:

This Service Attachment is subject to the terms and conditions of the Cybertrust Security Services Agreement entered into by and between Verizon Business Network Services Inc. on behalf of Cybertrust, Inc. ("Verizon"), and Fort Bend County ("Customer"), executed by Customer on March 4, 2008 (the "Agreement"). Unless otherwise stated, the services contemplated by this Service Attachment ("Services") will be provided by Cybertrust, Inc., a Verizon affiliate. In the event of a conflict between the terms of this Service Attachment and the Agreement incorporating this Service Attachment, the terms of this Service Attachment shall govern. References to the term "Service Attachment" shall be deemed to mean "Statement of Service." All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of this renewal.

Customer agrees to the scope of work and terms and conditions indicated within this Service Attachment and Attachments (as defined below).

II. CUSTOMER INFORMATION:

Customer Company Name:	Fort Bend County
Address:	500 Liberty Street Suite 212 Richmond, TX 77469
Business Point of Contact:	Charles King
Phone:	281-341-4570
Fax:	281-341-4526
Email:	Charles.King@co.fort-bend.tx.us

III. VERIZON INFORMATION:

Presented By:	Patrick Kollar
Phone:	703-886-2350
Email:	patrick.m.kollar@verizonbusiness.com

IV. ORDER SUMMARY:

A detailed project description can be found in the attached documents which are referenced below under Section IX, 'Attachments'. Below is a summary of Services being purchased and the associated fixed price fees, in which all prices shall be invoiced in accordance with Section VI, 'Payment Terms' as described below:

Services	Location(s)	Contract Length	Annual Total	Contract Total
Security Management Program – Perimeter	Fort Bend County Libraries 1001 Golfview Dr Richmond, TX 77469	One (1) year	$56,826.00	$56,826.00
Security Management Program – Perimeter (Add'l Site)	Fort Bend County IT 500 Liberty St Suite 212 Richmond, TX 77469	One (1) year	$21,935.00	$21,935.00
SERVICE TOTAL SHALL NOT EXCEED				**$78,761.00**
TRAVEL / EXPENSES				**ACTUAL COST**
Note: Reimbursable expenses, including all travel related expenses will not exceed two thousand dollars ($2,000) without prior customer approval. All travel related expenses shall be in accordance with Customer's policies for travel related expenses, attached as Exhibit A..				

2-5-09 orig. ret. to Cheryl at Purchasing

V. TERM:
The Service Attachment will become effective as of the date of the later signature on this Service Attachment (the "Service Attachment Effective Date") and will expire on December 31, 2009. This agreement shall not renew automatically.

VI. PAYMENT TERMS:
An invoice for the Service Total will be issued on or soon after the Service Attachment Effective Date. This invoice is due net thirty (30) days from receipt of the invoice.

Customer approval of this Service Attachment constitutes authorization for the incurrence and reimbursement of the necessary expenses. Expenses are not included in the Contract Total provided above, and any related travel or expenses incurred as part of this Service Attachment shall be invoiced to the Customer, at cost, monthly and in arrears. Travel and expenses will not exceed two thousand dollars ($2,000) without prior customer approval. All travel related expenses shall be in accordance with Customer's policies for travel related expenses, attached as Exhibit A. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. '151.309, as amended. Exemption certificates will be provided to Cybertrust, Inc. upon request.

VII. PURCHASE ORDER: (Customer shall indicate purchase order requirements below)

The Customer's internal procedures require that the Customer issues a purchase order ("Purchase Order" or "PO") to process invoices and/or payment:

_____Yes (If yes, a copy of the PO is required at the time of signature)
Purchase Order #: _____
_____No (If no, please provide invoice address below)

Invoice Address
Company:
Name:
Address:
City/State/Zip:

Note: Any terms and conditions contained on or within a Purchase Order provided by Customer shall be deemed invalid, and only the terms and conditions referenced herein and agreed to between the parties shall apply.

VIII. SERVICE SPECIFIC TERMS:

This Service Attachment 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. Venue shall lie in Fort Bend County, Texas, for any suit regarding this Service Attachment

IX. ATTACHMENTS

Attachment 1: Service Description for Security Management Program – Perimeter (Version 4.0; November 15, 2006)

Exhibit A: Reimbursable Expenses – Fort Bend County

X. SIGNATURES:
Verizon and Customer, by signing below, agree to this Service Attachment, the referenced Cybertrust Security Services Agreement, and all attachments listed above. Intending to be legally bound and having reviewed this

Service Attachment in its entirety, Verizon and Customer have caused this Service Attachment to be executed by their authorized representatives effective as of the date of the later signature below.

VERIZON BUSINESS NETWORK SERVICES, INC.

on behalf of CYBERTRUST, INC.

By: _____

Authorized Agent – Signature

Suleiman Hessami
VP Pricing/Contract Management

_____

Authorized Agent – Printed Name

Title: _____

Date: 21 JAN 2009

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge January 27, 2009

ATTEST:

Date: January 27, 2009

_____

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $ 78,761.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

_____

Robert Ed Sturdivant, County Auditor

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Exhibit A
Reimbursable Expenses - Fort Bend County

Meals:
All meals must include an original receipt. Meals are limited to an average of $52/day for Fort Bend County. Tip reimbursement is limited to 15%. Alcoholic beverages are not reimbursable.

Lodging:
Hotel expense reimbursement must include the original statement. The maximum daily rate is $91 for Fort Bend County.

Transportation:
Allowable transportation reimbursement include auto rental, taxi fare, airline, bus, subway, train, mileage on personal vehicle, and fuel costs for County vehicle. Original receipts are required for all expense reimbursements. Tips are allowable for taxi fare up to 15%.

Telephone Calls:
Business calls will be reimbursed with documentation.

Parking:
Self, valet, and metered parking are reimbursable with original receipt or detailed description

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cybertrust

Service Description

for Security Management Program – Perimeter

Version: 4.0

Date: November 15, 2006

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NOTICE

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Service Description

The Cybertrust Security Management Program (SMP) – Perimeter is a comprehensive security risk reduction and certification program that focuses on the security of an organization's perimeter network and devices. The program integrates multiple security practices and procedures to help an organization identify and mitigate risk to the organization's critical IT assets, and then assists maintaining an optimal security posture across its boundary environment. Compliance with Cybertrust's set of Essential Practices (EP) results in industry-recognized security certification that provides the organization with confidence and assurance that its mission-critical networks and physical environments are protected against external threats.

Cybertrust Security Management Program – Perimeter Components

Cybertrust SMP – Perimeter consists of critical analysis, assessment and security intelligence services including:

- External Risk Assessments
- On-site Internal Risk Assessments
- On-site EP Evaluation and Validation
- Email Filter Check Tests
- Limited Security Assurance First Emergency Response (SAFER) Team Support
- Security Consultant Access
- Eligible for Cybertrust Certification
- Access to the Management Console
- Vulnerability Research Database and Action Alerts
- Emerging Risk Testing

External Risk Assessments

Cybertrust will conduct external risk assessments which occur on prearranged dates and times. The results are used to identify possible risk areas in the organization's network infrastructure and assess compliance with the EPs.

The External Risk Assessment identifies:

- Unnecessary Services – determines whether a "Default Deny Strategy" has been implemented.
- Unusual Use – identifies devices that may not have vulnerabilities or dated software but have a-typical characteristics that indicate increased risk.
- Historically Vulnerable Software – identifies software (i.e., applications, operating systems and services) that should require more frequent updates or additional monitoring due to a history of constant security problems and exploits.
- Intelligent Vulnerability scanning – provides a more efficient and less intrusive assessment by selecting vulnerability tests based on the operating system and configuration.

External Risk Assessments are conducted as often as necessary to position the organization in a security posture that is compliant with the EPs. Upon achieving certification, Cybertrust will

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perform additional External Risk Assessments on a *quarterly* basis over the remainder of the contract period.

On-Site Internal Perimeter Assessments

Cybertrust will conduct an on-site review of the organization's facility to assess both the physical and electronic aspects of the internal environment. This review provides comprehensive asset identification and classification (scoring) of systems in the traditional DMZ. In addition, Cybertrust will conduct targeted vulnerability scans across the traditional DMZ and conduct wireless "walk-through" assessments.

Internal Perimeter (Traditional DMZ) Assessment identifies:

- Unusual Use – Identifies devices that may not have vulnerabilities or dated software but have a-typical characteristics that indicate increased risk.
- Historically Vulnerable Software – Identifies software (i.e., applications, operating systems and services) that should require more frequent updates or additional monitoring due to a history of constant security problems and exploits.
- Intelligent Vulnerability scanning – provides a more efficient and less intrusive assessment by selecting vulnerability tests based on the operating system and configuration.

Wireless Assessment includes:

- Verification of encryption.
- Verification of identifiable and broadcasted SSIDs.
- Verification of existence and enforcement of wireless LAN policy.

On-Site EP Evaluation and Validation

Cybertrust will conduct an onsite evaluation of the organization's compliance with the EPs, which are categorized into five risk groups: 1) physical, 2) device, 3) network, 4) human, and 5) policy. Coverage areas include:

- Inspection of the facility's physical perimeter.
- Inspection of the data center's physical security.
- Inspection of physical security of critical equipment.
- Review of HVAC systems.
- Inspection of power distribution and UPS systems.
- Inspection of the hardened routers and/or firewalls.
- Inspection of the configuration of randomly-selected critical servers.
- Inspection of the configuration of the e-mail server.
- Review of the Operational Management Policies and Procedures.
- Inspection of Remote Administration Mechanisms.

Email Filter Check Tests

Cybertrust will conduct e-mail filter tests to evaluate the effectiveness of the organization's perimeter gateway and desktop defenses. For this test, Cybertrust sends a series of electronic

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mail messages with payloads that the organization's network should detect and respond to as malicious; these messages are neither invasive nor dangerous. The recipients of the test attachments will be asked to answer a series of questions that are designed to determine the actions taken by the network to defend against the simulated threat. The Email Filter Check test is used to validate whether the organization is compliant with applicable EPs.

Limited Security Assurance First Emergency Response (SAFER) Team Support

Cybertrust will provide a foundation-level of emergency response support called SAFER. SAFER includes initial emergency triage assistance in the event that a suspected breach has occurred, and is applicable to any site that is currently contracted with and undergoing the Cybertrust SMP.

The following incidents qualify as a breach, and will enable the engagement of the SAFER event response team:

- Attempts (failed or successful) to gain unauthorized access to a system or its data
- Denial of service (DoS) caused by malicious unnatural events
- Unauthorized malicious use of a system for the processing or storage of data
- Loss of Internet e-mail or transactional services due to malicious activity
- Public defacement of a web page (by hostile modification of publicly viewable HTML code)
- Malicious alteration, damage, or destruction of sensitive or important data
- Loss of information by malicious eavesdropping of an encrypted link or session, such as a VPN or SSL session

The SAFER Team will provide the following services within approximately 30 minutes from initially contacting Cybertrust:

- Provide assistance in analyzing apparent network or system security breaches (e.g., denial of service attacks, virus, trojan, worm infections, etc.).
- Provide triage assistance in recovery methods and tactics from an apparent security-related incident.
- Assist with initial research during a security-related incident as defined, and provide appropriate assistance to meet foundation-level Investigative Response objectives; additional Investigative Response work that involves pursuing legal action or relevant follow through by Cybertrust is not included and must be contracted separately from this engagement.
- Perform liaison duties with the Cybertrust Investigative Response Team, if contracted for follow-on Investigative Response services.

Security Consultant Access

The Cybertrust Security Consultant Team consists of consultants that are experienced and trained in all aspects of information security, and holds a wide range of professional certifications. The organization's team is available for telephone support throughout the term of the organization's contract Monday through Friday (Normal Business Hours, excluding holidays). In addition, Cybertrust provides a 24x7x365 support hotline to assist with remote scanning and emergency issues.

Security-related questions and requests that required additional research and knowledge can be forwarded to experts in Cybertrust's Risk Intelligence Team, Research and ICSA Labs

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organizations. These security professionals can also be available for conference calls and discussions surrounding pertinent product or market issues or questions.

Eligible for Cybertrust Certification

Upon achieving compliance with all of the EPs, the organization's contracted location(s) will be submitted for Cybertrust Perimeter Certification.

Achieving Cybertrust Perimeter Certification will enable the organization to display the "Cybertrust Perimeter Certified" seal. This certification seal can be displayed in the organization's marketing materials, as well as on its web site as a validation of the organization's achievement and commitment to ongoing risk reduction. The certification seal links back to the Cybertrust database to display the certification date and status, as well as provide access the Assessor's Report of Certification.

Access to the Management Console

The Management Console is the web-based console which provides the ability to securely manage the organization's progress toward achieving compliance with the EPs. Graphical views provide access to updated status and metrics in key areas including your compliance standing, the status of your vulnerability findings and tasks, and scheduled activities within the SMP program. These views are easy to interpret and allow the organization to navigate down to the detailed, actionable data needed to remediate risk and implement compliance controls, as well as download or export the detailed information to a spreadsheet.

Vulnerability Research Database and Action Alerts

The Cybertrust Risk Intelligence Team of highly experienced and knowledgeable security experts gathers and analyzes computer- and network-security related threat and vulnerability information from public and private sources for emerging risks using proprietary tools and methodologies.

Cybertrust provides access to the resulting information including detailed reports, analysis and advice on key risk categories, high-profile security issues and early-warning intelligence, along with actionable guidance on how to counter or protect your business. In addition, as the Risk Intelligence Team discovers new threats deemed "RED HOT," "HOT," or "IMPORTANT," Cybertrust pro-actively notifies you of these critical issues via Action Alerts, which include recommendations for remedial actions. Cybertrust may "push" targeted alert information to your organization via email, pager, phone, text, or voicemail.

Emerging Risk Testing

As a critical part of the Cybertrust methodology, Cybertrust will often perform ad hoc testing for newly discovered and/or severe problems. These tests are not vulnerability scans, but remote assessments of the organization's environment, based on Cybertrust's understanding of the newly discovered threat. This testing typically occurs, *without notification*, between 8AM - 6PM EST and utilizes a proprietary, non-invasive tool. Tests are run as soon as there is a practical means of detecting known issues. This enables both Cybertrust and the organization to receive up-to-the-minute information about the organization's environment on pertinent threats.

Cybertrust Security Management Program – Perimeter Deliverables

The deliverables for this service include:

- SMP Introduction Package – Cybertrust will provide an introductory package with specific information on the dedicated security consultant team and customer support, as well as guidance on how to access the Management Console.

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- SMP Welcome Webinar – Cybertrust will conduct a Welcome Presentation webinar with the organization to introduce and further explain the Cybertrust SMP process.
- External Risk Assessment Report – This report documents the findings from the External Risk Assessment including summary results, analysis, and action plan, as well as several appendices with more detailed data and results.
- Internal Risk Assessment Report – This report documents the findings from the Internal Risk Assessment including summary results, analysis, and action plan, as well as several appendices with more detailed data and results.
- Post-Certification Management Report – This report is provided upon achieving certification and includes an executive summary, SMP overview and technical summary.
- Assessor's Report of Certification– This letter is provided upon achieving certification and states that the organization has taken appropriate and acceptable measures to meet the requirements of the Cybertrust Security Management Program – Perimeter.

Service Performance Measurements

Category	Activity	Frequency
General	SecureID Tokens (2 Tokens)	Once
	Welcome Webinar	Annually
	Network Configuration Form	Bi-Annually
	Certification	Annually
Assessments	External Risk Assessment (10 Class C Networks)	Quarterly
	Onsite Internal Risk Assessment: DMZ (10 Class C Networks) Wireless	Bi-Annually
	Email Filter Check Test (All Perimeter Gateway Domains)	Bi-Annually
	On-site EP Evaluation and Validation	Annually
Security Standards	Cybertrust 6.1	Included
Tool Access	Email Filter Check Tool	Included
Support	Limited Security Assurances First Emergency Responders (SAFER)	4 hours (per annum)
	Security Consultant Support	Weekdays Normal Business Hours (excluding holidays)
	Customer Care	24x7

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RECORDED ON 2-5-09
IN THE COMMISSIONER COURT
MINUTES OF 1-27-09

Response Agreements

General	Response	Contact
Maximum time to respond to general customer inquiry. A general inquiry may include the following: • Scheduling • Conference call or onsite agenda • Description of deliverable • Deliverable status • Project status • User Account Maintenance	Next Business Day from Request	Project Manager
Maximum time to respond to routine technical customer inquiry. A routine technical inquiry may include the following: • Scan Results • Cybertrust Methodology • EP Requirements • Certification Status • Research Request	Next Business Day from Request	Consultant
Maximum time to respond to security incidents (i.e. hacking, virus, defacement, denial of service)	30 minutes from Request	SAFER Team
Maximum time to respond to remote scan-related emergencies.	30 minutes from Request	Customer Care
Management Console availability	98.00%	Customer Care
Reports		
External Risk Assessment Report		
Expert analysis of scans	14 days from Assessment Completion	Consultant
Reporting Frequency	Quarterly	N/A
Internal Risk Assessment Report		
Expert analysis of scans	14 days from Assessment Completion	Consultant
Reporting Frequency	Bi-Annually	N/A
Post-Certification Management Report		
Reporting Frequency	Annually	Consultant
Assessor's Report of Certification		
Reporting Frequency	One Time	Consultant



Jan 27 Court
AGENDA ITEM
27B

10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA

Telephone:
(978) 356-6500
(800) 653-2726

Facsimile:
(978) 356-6565

E-mail:
ep@epnet.com

World Wide Web:
http://www.epnet.com

January 14, 2009

Myra Ponville
Manager of Adult Services
Fort Bend County Libraries
1001 Golfview Drive.
Richmond, TX 77469

Dear Ms. Ponville:

Please accept this letter as confirmation that EBSCO is the sole source provider of the *NoveList Plus*, *History Reference Center* and *Small Engine Repair Reference Center* online, databases. No other vendor has the rights or ability to produce or sell this product.

Please feel free to contact me with any additional questions.

Sincerely,
Hank Wolf
Account Executive
EBSCO Publishing
10 Estes St
Ipswich, MA 01938

Ph. 800.653.2726 ext. 2395
Email: hwolf@ebscohost.com

2-11-09 copy received

Product Order Form

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(978) 356-8397

E-Mail:
information@epnet.com

Web:
www.ebscohost.com

CONTACT NAME:	MYRA PONVILLE				
TITLE:	LIBRARIAN				
INSTITUTION:	FORT BEND CO LIBRARIES GEORGE MEM BRANCH				
DEPT:					
STREET/P.O. BOX:	1001 GOLFVIEW DR /				
CITY:	RICHMOND	**STATE:**	TX	**POSTAL CODE:**	77469--5199
COUNTRY:	USA				
FAX #:		**PHONE #:**	(281)341-2622		
EMAIL ADDRESS:	myra@fortbend.lib.tx.us				
EBSCO-ID:	1122610000	**CUSTOMER-ID:**	ftbend		

Authorized signature: Robert Hebert, County Judge 2-10-09 **Date:** 1-27-09

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1	5109495		History Reference Center	2/1/2009	1/31/2010	$ 12,500.00
1	5109496		Small Engine Repair Reference Center	2/1/2009	1/31/2010	$ 13,260.00

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date.

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Currency: US Dollar

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27C

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR DESIGN/BUILD SERVICES
SOUTH POST OAK PARK – LIGHTING AND POWER

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 referred to as "County," and McDONALD ELECTRIC, hereinafter referred to as "DESIGN-BUILDER," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County intends to have designed and constructed lighting and power instruments for South Post Oak Park, located in Fort Bend County, Texas, hereinafter called the "Work;"

WHEREAS, 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, 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 January 8, 2009, 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. DESIGN-BUILDER shall be referred to as "Contractor" in Exhibit B.

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").

2-5-09 orig. rec't. to Cheryl at Purchasing

B. Build the Work according to the Plans only after receipt of notice to proceed is given by County.
C. In performing these services, DESIGN-BUILDER will protect 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 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 (.dfx.) 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 and Management Department Director.

3.02 County shall have no obligation to pay for such additional services that have been rendered without the prior written authorization of the County Facilities and Management Department 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 100 calendar days after such approval by the County.

4.02 The foregoing time limits may for good cause be extended by the County Facilities and Management Department 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, County shall pay to DESIGN-BUILDER an amount not to exceed $189,000.00.

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, if any.

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 Department 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 Department Director and that all information contained in the invoice being true and correct.

5.06 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 and Planning Department Director shall review the statements within ten (10) days of receipt and approve them in writing with such modifications, if any, as deemed appropriate. County shall pay each statement within thirty (30) days after the

County Facilities Management and Planning Department 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.

SECTION VI
TERMINATION

6.01 County may terminate this Agreement at any time by providing ten (10) 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 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 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 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:

McDonald Electric
5044 Timber Creek
Houston, Texas 77017
Attn: Wayne Berkenmeier

B.	If to County, notice must: be sent to both County Judge and County Facilities Management & Planning Dept. Director	Robert E. Hebert Fort Bend County Judge 301 Jackson, Suite 719 Richmond, Texas 77469
		Don Brady Facilities Management & Planning Director 1402 Band Road, Suite 100 Rosenberg, Texas 77471 Richmond, Texas 77469
	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 sum of $189,000.00 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 $189,000.00, unless modified by further amendment.

SECTION IX.
SUCCESSORS AND ASSIGNS

9.01 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 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 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 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 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 polices 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 DEPARTMENT DIRECTOR

16.01 The County Facilities Management and Planning Department 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 and Planning Department 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 and Planning Department Director in such shall be final and binding alike on both parties hereto.

16.03 Nothing contained in this Section shall be construed to authorize the County Facilities Management and Planning Department 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 Offices 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 — Date: 1-27-09

Attest:

Dianne Wilson, County Clerk

APPROVED:

By: _____ Date: 1-23-09

Don Brady, County Facilities
Management & Planning Director

McDONALD ELECTRIC: "DESIGN-BUILDER"

_____ Date: 1/20/09

~~Wayne Berkenmeier, Estimator/Project Manager~~
Harry Keller, V. President

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $189,000.00 to pay the obligation of Fort Bend County under this Agreement.

Ed Sturdivant, County Auditor

MER:DB Agr.McDonald Electric.South Post Oak Park.3410(01122009)

Exhibit A: Design-Builder's Proposal dated January 8, 2009
Exhibit B: County General Terms

Exhibit A

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON, TX 77017
(713) 921-1368 PH.
(713) 928-2569 FAX

January 8, 2008

Fort Bend County

Attn: Mr. James Knight

RE: South Post Oak Park

We are pleased to quote the electrical work at South Post Oak Park for the sum of $189,000.00. This price includes the following:

1. Sports lighting with concrete poles for recreational light levels on the (3) largest fields. (Note: Lights to be controlled by the breakers in the panels.)
2. Upgraded electrical service to handle the load of the new lighting.
3. (1) empty ¾" conduit from each scoreboard to the backstop at each field & conduit and wire for power to the 120V score board to the concession stand panel.
4. (2) 1000W metal halide flood light with photocell mounted to a sports lighting pole to light up the parking lot.
5. Design drawings with PE stamps as required by the City of Houston for a permit.
6. Permit fees.

Please give me a call if you have any questions or need any additional information.

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager

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 property 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 property 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 here by 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.

RECORDED ON 2-5-09
IN THE COMMISSIONER COURT
MINUTES OF 1-27-09

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.

27D

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR DESIGN/BUILD SERVICES
MUSTANG PARK – LIGHTING AND POWER

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 referred to as "County," and WELLINGTON ELECTRIC, 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 lighting and power instruments for Mustang Park, located in Fort Bend County, Texas, hereinafter called the "Work;"

WHEREAS, 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, 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 16, 2008, 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 County.

2-5-09 orig. ret. to Cheryl at Purchasing

C. In performing these services, DESIGN-BUILDER will protect 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 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 (.dfx.) 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 Parks Director.

3.02 County shall have no obligation to pay for such additional services that have been rendered without the prior written authorization of the County Parks 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 90 calendar days after such approval by the County.

4.02 The foregoing time limits may for good cause be extended by the County Parks 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, County shall pay to DESIGN-BUILDER an amount not to exceed $59,040.00, which includes payment and performance bonds as required in Section IV.

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 Parks 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 Parks 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 Parks Director shall review the statements within ten (10) days of receipt and approve them in writing with such modifications, if any, as deemed appropriate. County shall pay each statement within thirty (30) days after the County Parks 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.

SECTION VI
TERMINATION

6.01 County may terminate this Agreement at any time by providing ten (10) 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 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 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 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:	Wellington Electric, Inc. Zachary Wallace, Vice President 8703 Meadowcroft, Suite 201 Houston, Texas 77063
B.	If to County, notice must: be sent to both County Judge and County Parks Director	Robert E. Hebert Fort Bend County Judge 301 Jackson, Suite 719 Richmond, Texas 77469

Michel Davis, Director
County Parks & Recreation Dept.
301 Jackson
Richmond, Texas 77469

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 sum of $59,040.00 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 $59,040.00, unless modified by further amendment.

SECTION IX.
SUCCESSORS AND ASSIGNS

9.01 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 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 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 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 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 polices 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 PARKS DIRECTOR

16.01 The County Parks 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 Parks 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 Parks Director in such shall be final and binding alike on both parties hereto.

16.03 Nothing contained in this Section shall be construed to authorize the County Parks 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

Offices 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 — Date: 1-27-09

Attest:

Dianne Wilson, County Clerk

APPROVED:

By: Michel Davis, Director
County Parks & Recreation Dept. — Date: 01/26/09

WELLINGTON ELECTRIC, INC. "DESIGN-BUILDER"

ZACHARY WALLACE, Vice President — Date: 01/20/2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $59,040.00 to pay the obligation of Fort Bend County under this Agreement.

Ed Sturdivant, County Auditor

MER:DB Agr.Wellington Electric.Mustang Park.3410(01092009)

Exhibit A: Design-Builder's Proposal dated December 16, 2008
Exhibit B: County General Terms

Exhibit A

Wellington Electric, Inc.
ELECTRICAL CONTRACTORS

8703 Meadowcroft, Suite 201
Houston, Texas 77063
Bus. (713)784-5696
Fax (713)784-5697

Tuesday, December 16, 2008

Michel Davis

RE: Mustang Park Lighting and Power

Dear Mike:

We propose to perform the following Scope of Work for the Lump Sum Amount of **Fifty Seven Thousand Six Hundred Dollars ($57,600.00).**

Our Price Includes:

1.) Material and Installation per verbal conversation with Mike Davis and Wellington Electric.
2.) Scope of work attached.

Our Price Excludes:

1.) Sales tax.
2.) Permit fees.
3.) Shipping all FBC furnished poles, brackets, lights and lamps to on site location. (By FBC)
4.) All warranty on FBC furnished poles, lights, lamps, ballast, pre-installed underground conduits, concrete pole bases and anchor bolts.
5.) All straightening of existing anchor bolts to match pole base pattern. Purchase any nuts and washers.
6.) All saw cutting, break out, hauling off debris, patch and pour back.
7.) The premium portion of any necessary overtime.
8.) Any additional costs for work required by Centerpoint Energy/HL&P.
9.) All work for the basketball court and concessions stand. (Lights, contactors, wire, conduit, time clock and terminations).

If we can be of further assistance or if you have any questions, please advise.

Sincerely,

Zach Wallace
Zachary Wallace
Vice President

ZW/slf

Wellington Electric, Inc.
ELECTRICAL CONTRACTORS

8703 Meadowcroft, Suite 201
Houston, Texas 77063
Bus. (713)784-5696
Fax (713)784-5697

Scope or Work:

Service:

1. Install (1) 400A/480-277V service to existing Center Point Pole.
2. Install (1) 400A main disconnect.
3. Install (1) 200A disconnect for football field.
4. Install (1) 30A disconnect for parking lot lights.
5. Rout all existing underground conduits into service gutter.

Parking Lot Lighting:

1. Install (2) owner furnished parking lot poles w/4-1000W fixtures per each.
2. Install (1) feed in existing conduit.
3. Install (2) ground rods w/ground wire to each pole light.
4. Install lighting contactor, time clock and photocell for operation of lights.
5. Pole truck rental.
6. Compressor rental to blow existing conduits out from debris or water.

Football Field Lighting:

1. Install (5) owner furnished parking lot poles w/4-1000W fixtures per each.
2. Install branch feeds in existing conduit stubs into poles bases.
3. Install (1) feed in existing conduit.
4. Install (1) distribution panel located by 1st pole base.
5. Install (5) ground rods w/ground wire to each pole light.
6. Install lighting contactors, time clock and photocell for operation of lights.
7. Install (1) switch at East pole for individual lighting control.
8. Install (1) in-ground concrete J-box at East pole for future tie ins. There is (2) on future poles East parking lot.
9. Pole truck rental.
10. Compressor rental to blow existing conduits out from debris or water.

Score Board:

1. Install (1) 110V underground feed for score board.
2. Terminate (1) score board.

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 property 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 property 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 here by 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.

RECORDED ON 2-5-09
IN THE COMMISSIONER COURT
MINUTES OF 1-27-09

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.

27E

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and K.R. Moore & Associates, (hereinafter "Consultant"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain Consultant to provide compensation review services (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for professional services and therefore exempt from competitive bidding under Chapter 262 of the Local Government Code; and

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

AGREEMENT

Article I. Scope of Services

Consultant shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.

Article III. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is twenty-seven thousand and no/100 ($27,000). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in

2-5-04 orig. ret. to Cheryl at Purchasing

advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

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

3.4 All reimbursable expenses shall be paid in accordance with the Fort Bend County Travel Reimbursement Requirements for Fort Bend County Vendors.

Article IV. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end on May 1, 2009. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article V. Modifications

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

Article VI. Termination

6.1 Termination for Convenience

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

6.2 Termination for Default

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

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

6.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure

to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

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

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

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

Article VII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. All such data and material shall be promptly furnished to the County on request.

Article VIII. Inspection of Books and Records

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

Article IX. Insurance

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

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

9.1.2 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

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

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

9.1.5 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.2 All Liability insurance policies shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

9.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article X. Indemnity

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

10.2 Under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to defending, indemnifying, holding or saving Consultant or its representatives harmless for any reason in the attached Exhibit A are hereby deleted.

Article XI. Confidential and Proprietary Information

11.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential

Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

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

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

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

Article XII. Independent Contractor

12.1 In the performance of work or services hereunder, Consultant 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 Consultant or, where permitted, of its subcontractors.

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

Article XIII. Contract Administration

13.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Human Resources Department, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, or at such other place or places as it may from time to time designate by written notice delivered to Consultant. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

13.2 All written notices, demands, and other papers or documents to be delivered to Consultant under this Agreement shall be delivered to K.R. Moore & Associates, 4747 Research Forest Drive, Suite 180-154, The Woodlands, Texas 77381, Attention: Kimberly R. Moore, or such other place or places as Consultant may designate by written notice delivered to County.

Article XIV. Compliance with Laws

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XV. Assignment

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

Article XVI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XVII. Successors and Assigns

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

Article XVIII. Publicity

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

Article XIX. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21 day of January, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge

January 27, 2009

CONSULTANT

ATTEST:

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ 27,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

EXHIBIT A

AS PER ORIGINAL

K.R.MOORE & Associates

January 12, 2009

Kent Edwards – Director, Human Resources
Fort Bend County Human Resources Team
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, Texas 77471

RE: Salary Review Project for FY2010

Dear Kent:

It was a pleasure to see you and Lewis again in December, and review the Ft. Bend County's (the County) request to review the appropriateness of your current salary structure and programs across six pay program groups currently defined by your organization.

We are pleased to assist HR in this important effort to update and refine its salary programs and tools to enable the County to optimally administer clear, consistent, equitable and affordable compensation.

This proposal outlines our suggested approach to assist you in reviewing your current pay practice using a Benchmark Study approach, which matches a representative group of the County's positions across all groups and salary grade levels to pay for similar positions in your defined peer group of Cities and Counties (Peer Survey Group -PSG).

Background and Our Understanding of Your Request

The Hay Group conducted a thorough compensation study in 2003 with recommendations implemented in 2004. As an initial step, based on the Hay Group point evaluations, positions were placed in the new policy groups at the closest step/grade to current pay that would avoid any potential pay reduction. A secondary recommendation was made which the County did not implement: modifying the initial step/grade placement to reflect each employee's years of experience. Based on the projected cost to address the magnitude of salary compression surfacing in this step, the County elected not to implement this phase and as a result has struggled to maintain the integrity of its compensation program.

Specific challenges in current programs include:

- Because salaries may not reflect experience, in some cases new hires must be brought in at a higher rate than current employees with similar experience
- Current salary guidelines restrict promotions to 5%-7% of current pay while new employees may be hired at a higher rate
- Job Duties are inflated to gain reclassification at a higher grade
- Inflation of actual job duties in order to get the job
- Decreased incentive for top performers since employees get the same level increase regardless of competency or performance

4747 Research Forest Drive
Ste. 180-154
The Woodlands, TX 77381

713.817.5500 (phone)
801.888.4529 (fax)

kim@krmoore.com
www.krmoore.com

K.R.MOORE & Associates

Some position type are also problematic for recruiting and retention, and the County would like this study to focus on both private and public sector pay for key positions in Emergency Medical Service and Information Technology.

In light of this background and the County's desire to regularly review and refine its full time pay programs, you have requested that KRMoore conduct a Benchmark Market Study, review your current step/grade structure and 6 pay policy groups to determine:

- current pay competiveness for the Benchmark positions;
- appropriateness of the step/grade/position placement; and
- the cost of any modifications needed to allow position and step/grade placement to deliver pay in an effective and competitive manner and aligned with the County's overall compensation philosophy.

Proposed Steps and Targeted Completion Dates

Step	Details	2009
Step 1	• Benchmark **Position Selection and CMG Contact Review** – KRMoore will select from a Census File of the County's positions the group of Benchmark positions for inclusion in the custom market study. • In addition the public sector data, KRMoore will match up to 6 IT positions and 3 EMS positions to private market sector data, using current data provided by Salary.com, an aggregated market survey provider. • The County will provide KRMoore with digital copies of all policy group pay programs, and census files showing ee name, ID, hire date, point evaluation, current step/grade/pay, department and reporting manager for roll up purposes.	**January – February**
Step 2	• **Custom Survey Development, Communication and Distribution**- KRMoore will develop and distribute a pay survey for all Benchmark positions, to include pay design components for Law Enforcement and EMS positions. HR will review and approve the Benchmark positions, the survey and all City and County contact information for the CMG. • The County will send a pre-survey communication requesting the support and participation of CMG participants within the 3 week time frame defined by the survey parameters, updating all contact information, as needed. • KRMoore will email the survey to all defined participants and follow up with each to verify receipt and answer any questions. Final participation will be based on the CMG survey respondents – however, KRMoore will make weekly calls and emails to encourage the highest response rate and most thorough data.	**February - March**

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K.R.MOORE & Associates

Step 3	• **Market Data Analysis** - KRMoore will analyze CMG and private sector data to develop a range of pay for Benchmark positions.	**March – April**
Step 4	• **Summary Report and Recommendations** – KRMoore will provide 3 printed copies and email a digital copy its Summary Findings and Recommendations regarding competitive pay, step/grade placement and cost to address outstanding compression issues and supporting files. • **Presentations** – KRMoore is available for a presentation/discussion with the County of its findings as requested.	**By May 1**

Estimated Fees, Payment Terms and Evidence of Agreement

The fees estimated for delivering this project are $27,000.

The fee estimate and terms expire within 30 days, after which time the project scope, suggested process and estimated fees will be revised, if needed, by KRMoore.

Payment Terms

Upon our receipt of a signed agreement to this proposal, the project fees* are due and will be electronically invoiced according to the following schedule or step implementation by KRMoore:

1. **$9,000.00 – upon project approval to begin Survey Development**
2. $9,000.00 – **upon** Survey Closure and Commencement of Data Analysis
3. **$9,000.00 – upon Provision of** Final Summary **Report of Findings and Recommendations**

*Project expenses will be invoiced with the fee invoices shown above; the entire amount is due and payable upon receipt, with net 30 day payment terms.

Our fees include two on-site meetings with you and/or County decision makers/functional leaders at your offices. If additional meetings with key decision makers/functional leaders are requested, they will be billed at $1250 per day, in addition to related travel expenses. Fees also include up to 3 color copies of all Final Reports.

Reimbursable expenses incurred for lodging, travel, car rental and meals incurred as a result of travel to/from your office, and printing related to intermediate meetings will be invoiced at cost (auto mileage at .55 cents/mile or current IRS rate at the time of invoice). Expansion in the project parameters and any adjustment in fees or expenses mutually agreed as needed, will be addressed throughout the project.

Important Considerations

It is understood that the County is responsible for the impact of decisions made by the officers or employees within its organization. The recommendations of KRMoore or its representatives are based on sound methodology and compensation expertise. However, they are recommendations that still must be considered and reviewed by the County's stakeholders, applying the appropriate internal protocol and

4747 Research Forest Drive
Ste. 180-154
The Woodlands, TX 77381
713.817.5500 (phone)
801.886.4529 (fax)
kim@krmoore.com
www.krmoore.com

K.R.MOORE & Associates

due diligence in relation to the organization's internal review and approval process for consultant recommendations. All final decisions made by the County, and their impact will be the County's responsibility.

Fort Bend County agrees to hold KRMoore and its representatives harmless from legal actions brought against KRMoore or its representatives by any party related to the County with respect to this project. Unless KRMoore or its representatives is found to be negligent, the County also agrees to bear expenses in relation to legal events or actions that may become associated with this project.

Evidence of Proposal Agreement and Written Notifications

Upon your signed agreement and our receipt of a fax copy of this Letter Proposal, and the initial project payment, KRMoore's engagement will formally commence. If either party elects to terminate this agreement, written notification is required and any unpaid fees and accrued expenses incurred to date will be invoiced and are immediately payable and due.

Kent, we appreciate the opportunity to work with you and your team again on this project.

Sincerely,

KRMoore

Kimberly R. Moore, Principal
KRMoore & Associates Inc.

4747 Research Forest Drive
Ste. 180-154
The Woodlands, TX 77381

713.817.5500 (phone)
301.688.4529 (fax)

kim@krmoore.com
www.krmoore.com

AS PER ORIGINAL

RECORDED ON 2-5-09
IN THE COMMISSIONER COURT
MINUTES OF 1-27-09

K.R.MOORE & Associates

EVIDENCE OF AGREEMENT – RE: Fort Bend County – Salary Review Project

Agreed to by KRMoore:

Kimberly Moore 01/12/09

Signature and Date

Kimberly Moore, Owner and Senior Consultant, 01/12/09

Printed Name, Title and Date

Agreed to by authorized party representing Fort Bend County:

Signature and Date

Printed Name, Title and Date

Please provide contact information for emailing invoices if different than addressee:

Name and Title:
Mailing Address:
Email and Telephone Contact:

1747 Research Forest Drive
Ste. 130-104
The Woodlands, TX 77381

713.817.5500 (phone)
801.888.4529 (fax)

kim@krmoore.com
www.krmoore.com

CAROLYN HOOPER
PURCHASING AGENT
MONTGOMERY COUNTY

301 N. Thompson
Suite 102
Conroe, Texas 77301

(936) 539-7975
(281) 353-9791, EXT. 7975
FAX: (936) 760-6976
carolyn.hooper@mctx.org

January 8, 2009

AGENDA ITEM
27F

Fort Bend County Purchasing
Gilbert D. Jalomo, Jr.
4520 Reading Rd., Suite A
Rosenberg, TX 77471

RE: Fort Bend County – Montgomery County Interlocal Agreement

Dear Mr. Jalomo:

Included are one (1) executed original and one (1) copy of the interlocal agreement between Fort Bend County and Montgomery County. Following approval by Fort Bend County Commissioners' Court, please forward the executed copy to my attention.

If you have any questions, please call me at (936) 539-7975.

Sincerely,

Carolyn Hooper
Purchasing Agent

CH/ag
Attachment

1-23-09 2 origs. ret. to Cheryl at Purchasing

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

INTERLOCAL AGREEMENT
BETWEEN MONTGOMERY COUNTY AND FORT BEND COUNTY

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE by and between the MONTGOMERY COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court.

WHEREAS, MONTOMERY COUNTY desires FORT BEND COUNTY'S assistance in purchasing certain governmental administrative functions, goods or services; and

WHEREAS, the governing bodies of MONTGOMERY COUNTY and FORT BEND COUNTY have duly authorized this agreement; and

WHERAS, the parties find that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, MONTGOMERY COUNTY and FORT BEND COUNTY hereby agree as follows:

ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES

1.01 MONTGOMERY COUNTY appoints FORT BEND COUNTY its true and lawful purchasing agent for the purchase of certain materials and services through FORT BEND COUNTY'S purchasing program, as enumerated through the submission to FORT BEND COUNTY'S purchasing agent through a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which FORT BEND COUNTY desires to purchase for its own needs and for which MONTGOMERY COUNTY desires to purchase the same or similar materials and services under the same terms and conditions as would apply to FORT BEND COUNTY'S own purchases, and provided that the contracted vendor agrees to purchases in MONTGOMERY COUNTY under the contract between the vendor and FORT BEND COUNTY. All materials and services purchased under the vendor and conditions hereunder shall be in accordance with specifications established by FORT BEND COUNTY.

1.02 The materials and services shall be procured in accordance with Texas State Law and procedures established by FORT BEND COUNTY and the costs for materials and services purchased by MONTGOMERY COUNTY pursuant to this Agreement shall be the prices as reflected by contract executed by FORT BEND.

ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE

2.01 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by FORT BEND COUNTY,

2.02 FORT BEND COUNTY shall be responsible for and shall incur all cost for the preparation of specifications, public advertisement and such other administrative duties as may be necessary to facilitate the materials and services hereunder. FORT BEND COUNTY shall also be responsible for receiving, opening and awarding contracts. Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to MONTGOMERY COUNTY at all reasonable times for inspection.

2.03 FORT BEND COUNTY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.

2.04 Nothing herein shall obligate MONTGOMERY COUNTY to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include MONTGOMERY COUNTY in any procurement effort.

2.05 MONTGOMERY COUNTY shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.
RESPONSIBILITY

FORT BEND COUNTY and MONTGOMERY COUNTY agree that the ordering of supplies, services and materials purchased pursuant to this Agreement shall be their individual responsibility and that any dispute arising between contracted vendor and MONTGOMERY COUNTY shall be handled between MONTGOMERY COUNTY and the contracted vendor. Contracted vendors shall bill MONTGOMERY COUNTY directly for the materials or services ordered by it.

ARTICLE IV.
LIABILITY

Both parties shall be responsible to the contracted vendor only for supplies, services or materials ordered by and received by it, and shall not by the execution of this Agreement assume any liability or waiver any rights under the applicable contract or as provided by law.

ARTICLE V.
PRICE AND PAYMENT OF GOODS AND SERVICES

5.01 The goods and services will be purchased for the price stated in the contract received and awarded by FORT BEND COUNTY to vendor. MONTGOMERY COUNTY agrees to pay vendor directly for all goods and services delivered, requested or picked up by MONTGOMERY COUNTY in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. MONTGOMERY COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.

5.02 Ownership (title) of material purchased by MONTGOMERY COUNTY shall transfer directly from the contracted vendor to MONTGOMERY COUNTY.

5.03 All payments for purchases of goods and services by MONTGOMERY COUNTY shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

MONTGOMERY COUNTY and FORT BEND COUNTY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII.
WHOLE AGREEMENT

This Interlocal Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent to the parties.

ARTICLE VIII.
DURATION

8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.

8.02 MONTGOMERY COUNTY or FORT BEND COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of MONTGOMERY COUNTY, to pay contracted vendor for all good and services purchased pursuant to this Agreement, if any, prior to such notice shall survive such cancellations, as well as any other obligation incurred under this applicable purchase contracts, until performed or discharged by MONTGOMERY COUNTY.

ARTICLE IX.
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and state law or regulations are automatically incorporated into this

Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

ARTICLE X.
NOTIFICATION

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To MONTGOMERY COUNTY:

Montgomery County Purchasing Agent
Carolyn Hooper
301 N. Thompson, Ste 102
Conroe, Texas 77301

To FORT BEND COUNTY:

County of Fort Bend
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

ARTICLE XI
SEVERABILITY

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this agreement, which shall continue in force and effect.

ARTICLE XII
FORCE MAJEURE

To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until disability to perform is removed.

RECORDED ON 2-5-09
IN THE COMMISSIONER COURT
MINUTES OF 1-27-09

ARTICLE XIII.
EXECUTION

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This agreement shall not be effective until executed by all parties.

MONTGOMERY COUNTY, TEXAS

By: _____
Alan B. Sadler, County Judge

Date: 12-22-08

ATTEST:
Mark Turnbull
Mark Turnbull, County Clerk

Approved: MONTGOMERY COUNTY PURCHASING AGENT

By: Carolyn Hooper
Carolyn Hooper, CPP

Date: 12-18-08

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

Date: 1-27-09

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By: _____
Gilbert D. Jalomo, Jr., CPPB

Date: 1.15.09

HGACBuy CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: SM10-08 | Date Prepared: 12/16/2008

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548.
Please type or print legibly.

Buying Agency:	FORT BEND COUNTY ROAD & BRIDGE	Contractor:	R.B. Everett & Co.
Contact Person:	DON MASSEY	Prepared By:	Bob Hodson
Phone:	281-342-4513	Phone:	281-991-8161
Fax:	281-238-3645	Fax:	281-991-5967
Email:		Email:	bhodson@rbeverett.com

Product Code: 002 Description: 3,000 GALLON - DURACO EMULSION VERTICAL STORAGE TANK

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 35,875.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
ADD ON FOR A 6,000 GALLON TANK	$ 7,410.00		
INCLUDES SAFETY RAILING			
ORD CLEAN OUT VALVE	$ 650.00		
EXTENSION LEGS	$ 1,495.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$ 9,555.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
IN - BOUND FREIGHT	$ 2,025.00		
PDI & SERVICE	$ 1,100.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ 3,125.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 7%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered: 1 X Subtotal of A + B + C: $ 48,555.00 = Subtotal D: $ 48,555.00

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
*CUSTOMER IS RESPONSIBLE FOR FOUNDATION			
PREPARATION, INSTALLATION, ELECTRICAL			
WIRING UNLOADING OF TANK AND ALL CRANE			
OR OTHER EQUIPMENT, REQUIREMENTS.			
		Subtotal E:	$

Delivery Date: 30 - 45 DAYS F. Total Purchase Price (D+E): $ 48,555.00

AS PER ORIGINAL

Jail Expansion

Brief Description	Vendor 1	Vendor 2	Vendor 3	TXMAS Contract
Furniture (30 each 72" Dbl ped desk, 1 each sgl ped desk, 1 each desk return, 1 each bookcase, and 22 each lateral file cabinets)	Jones & Cook **$29,795.29**	Star Office $31,237.45	Corporate Express $33,526.31	Yes TXMAS-3-711090
Furniture (4 each cork board, 7 each 36"H marker boards, 14 each 48"H marker boards, 1 each lectern,	**Star Office** **$17,635.27**	Jones & Cook $17,796.63	Corporate Express No Bid	Yes TXMAS-5-7110100
Kitchen equipment (Misc)	**Bob Barker Company** **$92,024.70**	Central Restaurant No Bid	Vernas Ventures No Bid	Yes TXMAS-8-840140
Mattress (1008 each)	**Bob Barker Company** **$81,234.72**			Yes TXMAS-8-840140
Medical equipment (1 each blood drawing chair, 2 each stool w/armrest, 1 each single post mayo stand, 2 each storage cabinet, 3 each medication carts, 1 each treatment cart, 2 each illuminator, and 1 each otoscope & blood pressure cuff combo)	**Aria Medical** **$13,073.65**			Yes TXMAS-7-6511A020
Medical equipment (5 each medical stools and 4 each exam lights)	**The Ginger Grant Group** **$1,366.20**			Yes TXMAS-5-6511A010
Metal shelving (49 each 84"H x 18"D and 8 each 84"H x 12"D)	**Lyon Workspace** **$7,893.19**			Yes TXMAS-3-71111050
Panels - HON cableway (1 set)	**Star Office** **$2,263.95**	Corporate Express $2,304.32	Jones & Cook No Bid	Yes TXMAS-3-711090

27K

Vehicle /Heavy Equipment Auction 2009

The following vehicles are scheduled to be auction in the Vehicle/Heavy Equipment auction on 2/7/09 at the Fairgrounds.

The list is as follows:

24	Crown Victoria's 1999 thru 2006
1	2002 Impalla
1	1996 Ford Dodge Astro Van
1	1997 Jeep Cherokee
1	2004 Expedition
3	1996, 1997, 2001 Ford Trucks
2	F350 Ford 3503
4	1994 Chevrolet Truck
1	2000 Ford F250 Truck
1	2000 Dodge 1500 Truck
1	1999 Dodge Cargo Van

28 A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 1/15/09

Court Agenda Date: 1/27/2009

Submitted By: Lou Ann Mullings
Department: Sheriff's Office
Phone Number: 281 341-4639

SUMMARY OF ITEM: Towing service used without a Purchase Order

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

List Supporting Documents Attached: Invoice transmittal, Invoice from Allied Collision Auto Repair and memo from Captain James Burger

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO

FUNDNG SOURCE: Accounting Unit: 100560100 Account Number: 63000

Activity (If Applicable):

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should 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 X (✓ when completed)
If by E-Mail to 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:

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0687)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-8060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4528)	X	County Clerk	(281-341-8697)
☐	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY SHERIFF'S OFFICE

CRIMINAL INVESTIGATIONS DIVISION

MEMO

TO: KATHLEEN BARNES

FROM: CAPTAIN JAMES BURGER

SUBJECT: WRECKER FEE

DATE: JANUARY 14, 2009

CC:

On January 10, 2009 Sheriff's Office Investigators located a vehicle which had been stolen at gunpoint in an Aggravated Robbery Case in Fort Bend County Texas Case #09-736. The vehicle was located in Houston, Harris County Texas and towed to our Auto Theft storage lot to be processed for physical evidence. The vehicle was towed by Allied Collision Auto Repair.

Thank you

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

AS PER ORIGINAL

100560100
63000
[redacted]

Vendor #	18844
Vendor Name	Allied Body Shop & Collision
Address	
City	
State / Zip Code / Date	01/15/09

Invoice #/Invoice Date/Desc	Amount
Towing Service on Stolen Vehicle (Case #09-736)	$ 150.00
Total	$ 150.00

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Paid

Lou Ann Mulenex
Authorized Department Approval

Treasurer's Register Stamp and Number

014492 09-736

ALLIED
COLLISION AUTO REPAIR

14429 AUTO PARKWAY
HOUSTON, TX 77083
TEL: 281-933-7177
FAX: 281-933-1184

Date 1/10/09 Time 122 ☒ AM ☐ PM

Owner _____

Address Fort Bend Impound

Home Phone _____ Work Phone _____

V.I.N. # [redacted]

Year, Make & Model 2000 FORD Taurus

Color WHT.

License No. [redacted] Mileage _____

Location Picked Up Beechnut @ Kirkwood.

Towed To 231 Log Cabin Dr.

Description of Damage Impound.

R.O. P.O.

☐ Regular ☐ Emergency

We authorize this wrecker service to tow or remove from our property the above listed vehicle. I am aware that service to my vehicle may result in damage to the vehicle and agree to indemnify and hold harmless the driver and/or this company for such damage

X _____

Complaints may be directed to:
TEXAS DEPT. OF TRANSPORTATION
MOTOR CARRIER DIVISION
1-800-299-1700
VSC. art. 67016-3

ATTENTION CUSTOMER: You are being notified in accordance to the motor vehicle laws section 70.001-70.008 that your vehicle may be subject to repossession for return checks such as insufficient, account closed, stop payment, or stolen checks. This also applies to credit card charge backs or credit card stop payments. You will also be liable for cost of any repossession fees or other incurred expenses

X _____

Wrecker Service $ 150.00

Ditch Job _____

Transfer _____

Other Charges _____

Dollie Service _____

Total Charges 150.00

Wrecker Driver Andrew

Authorized by FBSO

Tag # _____

TDL _____

MINUTEMAN PRESS SOUTHWEST 713-541-2258

AGENDA ITEM

28B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 21, 2009	**Submitted By: Dennis McAfee**
	Department: Sheriff's Office
Court Agenda Date: January 27, 2009	**Phone Number: (281) 341-4700**

SUMMARY OF ITEM: Take all appropriate action to approve a Resolution for the Truancy Abatement and Assistance Program, and application to the Office of the Governor, Criminal Justice Division, for grant funding of the program from September 1, 2009 through August 31, 2010 not to exceed $125,000.00 with no County match required.

RENEWAL AGREEMENT/APPOINTMENT YES NO XX
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO XX
List Supporting Documents Attached: *Resolution for the Truancy Abatement and Assistance Program.*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO XX

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should 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 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):

1-28-09 orig. ret. to Dennis at Sheriff

State of Texas §

County of Fort Bend §

RESOLUTION

WHEREAS, The Fort Bend County Commissioners Court finds it in the best interest of the citizens of Fort Bend County, that the **Truancy Abatement and Assistance Program** be operated for the 2010 fiscal year; and

WHEREAS, The Fort Bend County Commissioners Court has agreed to provide applicable matching funds for the said project in the future, as required by the **JJDP** grant application; and

WHEREAS, The Fort Bend County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Fort Bend County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Fort Bend County Commissioners Court has authorized the County Judge, Robert Hebert to apply for the grant; and has further authorized the County Judge to accept, reject, alter, or terminate the grant on behalf of the grant applicant;

NOW THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners Court approves submission of the Grant application for the **Truancy Abatement and Assistance Program** to the Office of the Governor, Criminal Justice Division not to exceed $125,000 with no local match required.

PASSED, APPROVED AND RESOLVED ON THIS 27 DAY OF January, 2009.

Robert Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

Truancy Abatement Assistance Program
(T.A.A.P.)
Overview of Program

Phase I: Juvenile Law Awareness Educational Program
The Juvenile Outreach Officers will assist the Fort Bend County Juvenile Probation Department with their "Before It's Too Late", "Now That You Are 10", and "Legal Terms That You Should Know" program. The program is taught to students through out Fort Bend County. The purpose is to educate and inform students in 4th, 5th, 6th, and 7th grade, teachers, and administrators about the juvenile laws of the State of Texas and how it affects children 10-16 years of age. The Juvenile Outreach Officers will also assist in the training of selected High School Seniors who will present "Legal Terms You Should Know" to 6th grade students.

Phase II: LCISD Home Contacts/Juvenile Probation Curfew Checks
The Juvenile Outreach Officers will assist officials from the Lamar CISD in locating children that are truant. During this phase, the parents of these children are contacted to make them aware of the truancy situation and, if possible, are offered suggestions on how to correct this behavior before legal action is taken. The Officers will pass on any information gained from the families to the LCISD officials to use at their discretion. The Juvenile Outreach Officers will also assist the Juvenile Probation Department with school attendance/drug screening, and, conducting unannounced nighttime curfew checks of the probationers through out Fort Bend County as well as adjacent counties where probationers reside. These checks will be conducted on a regular basis at the discretion of the Fort Bend County Juvenile Probation Department.

Phase III: Targeted Area Sweeps
Selected areas of Fort Bend County will be targeted during normal school hours through out the school year. These sweeps will be a combined effort between County and Municipal law enforcement agencies to concentrate their efforts in these areas, stopping and questioning juveniles in regards to their school attendance. Appropriate action will be taken by the officers as to the disposition of the juvenile(s) in question. Sweeps will be conducted at least once a month in different areas depending on school holidays and personnel available.

Phase IV: Directives to Apprehend/ Juvenile L.A.W. Program/ Daily Patrol Procedures
The Juvenile Outreach Officers will assist the Fort Bend County Juvenile Probation Department in the location and apprehension of juveniles who have a Directive to Apprehend placed upon them. This assistance may vary due to the number of Directives and personnel available to enforce them. It will be a joint determination between the TAAP Officers and the Juvenile Probation Officers when and if assistance is needed. The Juvenile Outreach Officers will also make a presentation at the Legal Awareness Workshop (L.A.W. program) conducted by the Juvenile Justice System. This program will be given once a month to juveniles and their parents who have been referred to the Juvenile Probation Department and the Justices of the Peace. On days when a sweep is not in progress, patrol officers from any agency will stop juveniles in any location, other than school property, to determine whether the juvenile(s) should be in school. As with the sweeps, the officer will use appropriate action by returning the juvenile(s) to school officials or using their discretion on what should be done with the juvenile(s) in question.

AGENDA ITEM

28C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: January 21, 2009 **Submitted By:** Dennis McAfee
Department: Sheriff's Office
Court Agenda Date: January 27, 2009 **Phone Number:** (281) 341-4700

SUMMARY OF ITEM: Take all appropriate action to approve a Resolution for continuation of the below listed program, and application to the Office of the Governor, Criminal Justice Division, for grant funding of the program from September 1, 2009 through August 31, 2010:

A. Sex Offender Registration, Monitoring and Compliance Program (SF 421) Grant No. 2018802 in the amount of $52,674.00; with ~~an additional program cost~~ 20% local match of $16,523.00.

RENEWAL AGREEMENT/APPOINTMENT YES XX NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO XX
List Supporting Documents Attached: *Resolution for the Sex Offender Registration, Monitoring and Compliance Program.*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO XX

FUNDNG SOURCE: Accounting Unit: Account Number: FY10 Budget
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should 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 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):

1-28-09 orig. ret. to Dennis at Sheriff

State of Texas §

County of Fort Bend §

RESOLUTION

WHEREAS, The Fort Bend County Commissioners Court finds it in the best interest of the citizens of Fort Bend County, that the SEX OFFENDER REGISTRATION, MONITORING, AND COMPLIANCE PROGRAM be operated for the 2010 fiscal year; and

WHEREAS, The Fort Bend County Commissioners Court has agreed to provide applicable matching funds for the said project, as required by the SF 421 grant application; and

WHEREAS, The Fort Bend County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Fort Bend County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Fort Bend County Commissioners Court has authorized the County Judge, Robert Hebert to apply for the grant; and has further authorized the County Judge to accept, reject, alter, or terminate the grant on behalf of the grant applicant;

NOW THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners Court approves submission of the Grant application for the SEX OFFENDER REGISTRATION, MONITORING, AND COMPLIANCE PROGRAM to the Office of the Governor, Criminal Justice Division not to exceed $52,674.00 with 20% local match required.

PASSED, APPROVED AND RESOLVED ON THIS 27 DAY OF January, 2009.

Robert Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **27th** day of **January** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Vehicle Maintenance Expansion Project** **100687888**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Vehicle Maint. Exp. Project	100687888-64600	$ 36,000
	P687-05VEHICLE 35000	
	TOTAL TRANSFERRED TO:	**$ 36,000**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
General Fund Projects	100687888-64600	$ 36,000
	P687-07COMMPRO-35000	
	TOTAL TRANSFERRED FROM:	**$ 36,000**

EXPLANATION: Allocate additional funds needed for the Vehicle Maintenance Expansion Project.

Department Head: _____ Date: _____

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 27th day of January, 2009 ~~2008~~ 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

Now, therefore, be it resolved upon the motions of Commissioner Prestage and seconded by Commissioner Patterson, duly put and carried, it is ordered that the bills be approved in the amount up to $ 8,276,126.86 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 27, 2009

Except as indicated all checks will be released after Commissioners' Court on January 27, 2009

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/20/2009	2M BUSINESS PRODUCTS, INC	14,438.22	45,778.60	
01/27/2009	2M BUSINESS PRODUCTS, INC	3,377.85	49,156.45	
01/27/2009	3M COMPANY	12,500.86	40,135.47	
01/20/2009	A & F ELEVATOR COMPANY, IN	675.00	2,700.00	
01/20/2009	A C PLUMBING SUPPLY, INC	34.61	34.61	
01/27/2009	A C PLUMBING SUPPLY, INC	989.17	1,023.78	
01/27/2009	A M AUTOMOTIVE	650.00	2,825.00	
01/27/2009	A M C ACCESS CONTROL	260.45	260.45	
01/19/2009	A+ FEDERAL CREDIT UNION	5.00		Note: 1
01/27/2009	ACCURINT	1,905.80	3,712.80	
01/20/2009	ADAMS, DIANA	1,625.00	7,425.00	
01/27/2009	ADAMS, DIANA	2,175.00	9,600.00	
01/27/2009	ADROGUE, MATIAS J	1,400.00	7,175.00	
01/20/2009	ADT SECURITY SERVICES, INC	715.96	1,775.79	
01/27/2009	ADT SECURITY SERVICES, INC	982.13	2,757.92	
01/27/2009	ADVANCE SAFE AND LOCK	130.50	1,391.53	
01/20/2009	ADVANCE'D TEMPORARIES, INC	8,571.57	256,928.02	
01/27/2009	ADVANCE'D TEMPORARIES, INC	41,716.07	298,644.09	
01/20/2009	ADVANT TECH SOLUTION	112.00	13,647.88	
01/27/2009	ADVANT TECH SOLUTION	13,774.00	27,421.88	
01/27/2009	AFC CORPORATE TRANSPORTATION	111,187.07	537,723.08	
01/20/2009	AGUILAR, PRISCILLA	1,794.70	17,183.15	
01/27/2009	AGUILAR, PRISCILLA	1,794.70	18,977.85	
01/27/2009	AIME	150.00	150.00	
01/16/2009	ALABAMA CHILD SUPPORT	207.86		Note: 2
01/27/2009	AL-ADLI, NAIM	328.67	341.77	
01/19/2009	ALAMO TITLE COMPANY	5.00		Note: 1
01/20/2009	ALCOCER, MANUELA	2,140.00	7,670.00	
01/27/2009	ALCOCER, MANUELA	925.00	8,595.00	
01/20/2009	ALCOHOL MONITORING SYSTEMS	2,120.00	10,618.49	
01/20/2009	ALLEN, SAN JUANITA	30.80	115.97	
01/27/2009	ALLIED BODY SHOP & COLLISION	150.00	150.00	
01/20/2009	ALLIED HEALTH SERVICES	30,230.50	119,023.75	
01/27/2009	ALLIED HEALTH SERVICES	27,385.00	146,408.75	
01/27/2009	ALL-RIGHT MOWERS	117.12	932.01	
01/27/2009	ALMEIDA, M CONNIE, PH D	3,487.50	4,725.00	
01/27/2009	AMADIS CONSULTANTS, LLLP	6,285.00	54,045.00	
01/20/2009	AMBIT ENERGY L P	225.39	1,557.13	Note: 3
01/19/2009	AMEGY BANK OF NA	5.00		Note: 1
01/19/2009	AMEGY MORTGAGE COMPANY LLC	10.00		Note: 1
01/20/2009	AMERCIAN ASSOCIATION OF	275.00	275.00	
01/16/2009	AMERICAN FAMILY LIFE INSUR	15,024.55		Note: 2
01/27/2009	AMERICAN HAT COMPANY	300.00	300.00	
01/16/2009	AMERICAN HERITAGE LIFE INS	1,323.17		Note: 2
01/27/2009	AMERICAN MATERIALS	103,268.77	193,654.53	
01/20/2009	AMERICAN MESSAGING SERVICE	241.83	2,584.19	Note: 3
01/27/2009	AMERICAN MESSAGING SERVICES	76.29	2,660.48	
01/27/2009	AMERICAN PLANNING ASSOCIATION	435.00	435.00	
01/20/2009	AMERICAN POLYGRAPH ASSOCIA	340.00	340.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/20/2009	AMERICAN SOCIETY OF	645.00	645.00	
01/27/2009	AMERICAN TIRE DISTRIBUTORS INC	17,876.25	18,665.11	
01/20/2009	AMERICAN TOWER CORP	369.35	1,477.40	
01/19/2009	AMERIPOINT TITLE	10.00		Note: 1
01/27/2009	AM-PAC TIRE DISTRIBUTORS, INC	3,913.00	6,349.00	
01/27/2009	ANACON, INC	1,680.00	1,680.00	
01/27/2009	ANGELINA COUNTY AUDITOR	151,245.00	900,135.00	
01/27/2009	AQUA MAKER, LLC	26.64	256.41	
01/27/2009	ARCHER CHRYSLER- JEEP, INC	15.24	2,668.76	
01/20/2009	ARENA COUNSELING CENTER, I	1,817.50	4,460.00	
01/20/2009	ARNOLD, KEVIN DARNELL	600.00	14,437.50	
01/27/2009	ARNOLD, KEVIN DARNELL	1,150.00	15,587.50	
01/27/2009	ARZU, FRANCES	1,087.00	4,952.00	
01/20/2009	ASHFORD, ERIC	300.00	14,985.00	
01/27/2009	ASHFORD, ERIC	750.00	15,735.00	
01/20/2009	AT & T	63,003.28	400,258.05	
01/27/2009	AT & T	436.22	403,566.55	
01/20/2009	AT & T INTERNET SERVICES	850.00	401,108.05	Note: 3
01/20/2009	AT & T LONG DISTANCE	2,022.28	403,130.33	Note: 3
01/27/2009	AT ROAD, INC	359.55	599.25	
01/15/2009	ATTORNEY GENERAL OF TEXAS	75.00		Note: 1
01/27/2009	AUTO TRUCK APPRAISERS, INC	168.00	1,739.00	
01/27/2009	AVITIA, ANA	150.00	150.00	
01/27/2009	AYALA, ESMERALDA	50.00	50.00	
01/27/2009	AZTEC RENTAL CENTER, INC	849.00	4,236.74	
01/20/2009	B I MONITORING CORPORATION	313.11	1,072.54	
01/19/2009	BANK OF AMERICA NA	49.00		Note: 1
01/20/2009	BANKSTON, DONALD W	2,940.00	22,050.00	
01/27/2009	BANKSTON, DONALD W	3,200.00	25,250.00	
01/20/2009	BAO, JULING	35.20	284.79	
01/20/2009	BARNES AND NOBLE INC	20.96	277.28	
01/20/2009	BARNES, LINDA	36.63	137.85	
01/27/2009	BASS CONSTRUCTION COMPANY INC	34,343.10	5,494,712.27	
01/20/2009	BATCHAN, JOHN W JR	450.00	8,900.00	
01/27/2009	BATCHAN, JOHN W JR	5,850.00	14,750.00	
01/19/2009	BAXTER, KELLY H	5.00		Note: 1
01/20/2009	BAYTECH SUPPLY, INC	176.60	5,208.16	
01/27/2009	BBC AUDIOBOOKS AMERICA	3,127.63	5,799.01	
01/26/2009	BEARINGPOINT INC	2.00		Note: 1
01/27/2009	BEE UNIQUE	15.00	695.00	
01/27/2009	BELL, RICHARD	525.00	525.00	
01/27/2009	BERNSHAUSEN OIL COMPANY	877.80	877.80	
01/27/2009	BEST BUY GOV/ED LLC	494.99	3,332.70	
01/22/2009	BEXAR COUNTY SHERIFF	60.00		Note: 2
01/27/2009	BIRD, ROBERT	66.00	852.00	
01/20/2009	BISON PROFAB	411.00	7,875.12	
01/27/2009	BISON PROFAB	1,102.00	8,977.12	
01/27/2009	BLUE MOON SIGN CO	2,667.70	2,667.70	
01/27/2009	BOB BARKER COMPANY, INC	62.70	8,547.18	
01/27/2009	BOJE, LARRY	750.00	1,875.00	
01/27/2009	BOLIN, AMANDA	182.25	182.25	
01/20/2009	BOND, RANDY	381.79	381.79	
01/20/2009	BOOKER, KEYSHA L	1,325.00	10,562.50	
01/27/2009	BOOKER, KEYSHA L	4,575.00	15,137.50	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/20/2009	BOON-CHAPMAN BENEFIT	192,773.63	999,216.98	
01/27/2009	BOON-CHAPMAN BENEFIT	5,472.00	1,004,688.98	
01/20/2009	BOSWORTH PAPERS, INC	8,015.28	9,672.22	
01/20/2009	BOUND TREE MEDICAL LLC	21,975.84	92,744.02	
01/27/2009	BOUND TREE MEDICAL LLC	449.08	93,193.10	
01/27/2009	BRAUN, JEFF	10.80	590.18	
01/22/2009	BRAZORIA COUNTY SHERIFF	245.00		Note: 2
01/20/2009	BRENHAM WHOLESALE GROCERY	7,950.29	70,404.58	
01/27/2009	BRENHAM WHOLESALE GROCERY CO	12,859.54	83,264.12	
01/19/2009	BRICE VANDER LINDEN & WERN	25.00		Note: 1
01/27/2009	BRIDGES, CHAD	182.60	991.36	
01/16/2009	BRIDGES, JESICA	92.31		Note: 2
01/27/2009	BRILLIANCE AUDIO, INC	798.34	1,924.77	
01/20/2009	BRODART CO	2,923.18	96,226.41	
01/27/2009	BROUSSARD, GERALD M	112.50	112.50	
01/27/2009	BROWN & ASSOC MEDICAL LABS	1,332.38	3,063.68	
01/20/2009	BRYANT, KEN	2,500.00	14,525.00	
01/27/2009	BRYANT, KEN	11,625.00	26,150.00	
01/27/2009	BUILDING SPECIALTIES	140.00	12,159.90	
01/20/2009	BUJOSA LANGUAGE SERVICES	212.50	977.50	
01/15/2009	BULTER & HAILEY PC	65.00		Note: 1
01/15/2009	BUREAU OF VITAL STATISTICS	255.00		Note: 1
01/20/2009	BURNETT, SHEILA	1,000.00	8,225.00	
01/27/2009	BUTCH'S WATERPROOFING CO, INC	5,250.00	5,250.00	
01/20/2009	BY DESIGN	45.00	45.00	
01/20/2009	C P OAKLEY LP	4,305.00	21,525.00	
01/27/2009	CALHOUN, JOAN	111.65	233.48	
01/27/2009	CAMINO REAL EMERGENCY	129.98	262.83	
01/20/2009	CANTU, SYNTHIA S	192.00	480.00	Note: 3
01/27/2009	CAPPS RENT-A-CAR, INC	1,240.00	4,960.00	
01/27/2009	CARTER GOBLE ASSOCIATES, INC	61,750.00	247,000.00	
01/27/2009	CARTER, DARRYL B, LLC	1,750.00	7,000.00	
01/27/2009	CARTER, JEFFREY	2,850.00	3,636.53	
01/27/2009	CARTER-BURGESS, INC	6,754.92	101,866.89	
01/20/2009	CASTANEDA, ROBERT	67.65	505.42	
01/27/2009	CDW GOVERNMENT, INC	7,686.00	7,686.00	
01/27/2009	CEASER, KENDRIC	2,100.00	15,080.00	
01/20/2009	CENTERPOINT ENERGY	321.16	17,565.97	Note: 3
01/27/2009	CENTERPOINT ENERGY	718.71	18,284.68	
01/27/2009	CENTERPOINT ENERGY ENTEX	44,891.18	161,549.88	
01/20/2009	CENTRAL HARDWARE NO 2, LLC	371.55	5,611.44	
01/27/2009	CENTRAL HARDWARE NO 2, LLC	408.44	6,019.88	
01/20/2009	CHAMPION FASTENER AND	1,336.68	4,274.59	
01/27/2009	CHAMPION FASTENER AND	461.64	4,736.23	
01/15/2009	CHARTER TITLE COMPANY FORT	442.00		Note: 1
01/27/2009	CHEN CHRIS X MD	6.55	26.20	
01/16/2009	CHILD SUPPORT SPECIALISTS,	80.76		Note: 2
01/20/2009	CINCO COMMERCIAL PROPERTY	7,246.35	7,246.35	
01/20/2009	CINCO LANDSCAPE MA, INC	3,744.10	3,744.10	
01/20/2009	CINGULAR WIRELESS	1,063.13	59,313.91	Note: 3
01/27/2009	CINGULAR WIRELESS	1,380.23	60,694.14	
01/27/2009	CITY OF FULSHEAR	238.07	1,339.20	
01/27/2009	CITY OF HOUSTON, WATER DEPT	537.92	2,329.14	
01/27/2009	CITY OF NEEDVILLE	495.00	28,298.84	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	CITY OF RICHMOND	8,449.00	311,945.10	
01/20/2009	CITY OF RICHMOND WATER DEP	300.00	303,496.10	Note: 3
01/20/2009	CITY OF ROSENBERG	2,888.50	110,498.34	Note: 3
01/27/2009	CITY OF ROSENBERG	277.28	110,775.62	
01/27/2009	CITY OF SUGAR LAND	110.99	179,010.30	
01/20/2009	CITY OF SUGAR LAND-REVENUE	200.00	178,899.31	Note: 3
01/27/2009	CLARK, A. REAGAN	307.96	307.96	
01/27/2009	CLARK, HARREL	155.99	461.82	
01/27/2009	CLASSIC PROTECTION SYSTEMS	840.00	1,232.00	
01/20/2009	CLEAN EARTH SYSTEMS, INC	4,800.00	4,800.00	
01/27/2009	COASTAL BUTANE SERVICE CO	22.00	5,491.00	
01/27/2009	COLLIGAN, NATATIA	15.94	15.94	
01/16/2009	COLONIAL LIFE AND ACCIDENT	4,734.87		Note: 2
01/27/2009	COMCAST OF HOUSTON	170.00	680.00	
01/19/2009	COMMERCE TITLE COMPANY	10.00		Note: 1
01/19/2009	COMMON RESOURCES LLC	14.50		Note: 1
01/16/2009	COMMONWEALTH OF MASSACHUSE	407.50		Note: 2
01/27/2009	COMMUNITY COFFEE COMPANY, LLC	759.10	1,182.45	
01/27/2009	COMPACT DISC SOURCE	599.71	2,064.39	
01/20/2009	CONSOLIDATED COMMUNICATION	841.46	7,263.35	Note: 3
01/27/2009	CONTINENTAL BATTERIES	2,599.80	6,912.98	
01/20/2009	CORNELL ABRAXAS	11,763.57	33,646.34	
01/20/2009	CORPORATE EXPRESS IMAGING	1,013.26	25,559.86	
01/27/2009	CORPORATE EXPRESS IMAGING	1,095.53	26,655.39	
01/20/2009	CORTES, EDUARDO	1,000.00	15,362.50	
01/27/2009	CORTES, EDUARDO	1,600.00	16,962.50	
01/27/2009	CORTINA, CALLETANA	150.00	150.00	
01/27/2009	COUNTERFORCE USA	75.00	575.00	
01/27/2009	COX, LEE D	2,425.00	4,412.50	
01/27/2009	CRAIN, CATON AND JAMES	267.65	2,023.58	
01/27/2009	CREEKSIDE CHRISTIAN FELLOWSHIP	250.00	250.00	
01/27/2009	CROWLEY, JAMES SIDNEY	400.00	7,900.00	
01/20/2009	CRUICKSHANK, JOHN	550.00	550.00	
01/27/2009	CULTURAL SURROUNDINGS	3,197.50	3,197.50	
01/20/2009	DA MID SOUTH	560.07	41,785.29	
01/20/2009	DALLAS BAPTIST UNIVERSITY	50.00	50.00	
01/15/2009	DALLAS COUNTY CONST PCT 5	130.00		Note: 1
01/22/2009	DALLAS COUNTY CONST PCT 5	255.00		Note: 2
01/27/2009	DAVIDSON, COLIN	1,025.00	1,650.00	
01/20/2009	DAVIS BROTHERS AUTO SUPPLY	12.52	4,666.17	
01/20/2009	DECATUR ELECTRONICS, INC	1,595.00	1,595.00	
01/15/2009	DEFRANCE, LAURA MURRELL	9,950.00		Note: 1
01/15/2009	DELAO,JESUSA	20.00		Note: 1
01/20/2009	DELL MARKETING L.P.	7,684.42	274,288.71	
01/27/2009	DELL MARKETING L.P.	41,354.68	315,643.39	
01/20/2009	DEPARTMENT OF STATE HEALTH	3,020.00	3,020.00	
01/27/2009	DEPARTMENT OF STATE HEALTH	37.00	3,057.00	
01/27/2009	DESAI, RIDDHI	750.00	15,575.00	
01/20/2009	DESHAZO, SANDY	250.00	1,575.00	
01/27/2009	DESIGNED ENVIRONMENT SOLUTIONS	367.84	367.84	
01/20/2009	DIAZ, MICHAEL C	1,200.00	20,050.00	
01/20/2009	DICK, CHAD	3,750.00	9,950.00	
01/27/2009	DICK, CHAD	2,300.00	12,250.00	
01/20/2009	DICKENS COUNTY	165,840.00	487,920.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/20/2009	DIRECT ENERGY, L P	600.00	7,957.88	Note: 3
01/27/2009	DIRECT ENERGY, L P	1,549.29	9,507.17	
01/27/2009	DISCOUNT HITCH	2,774.99	2,774.99	
01/20/2009	DISHER, DAVID A	550.00	2,300.00	
01/27/2009	DISHER, DAVID A	600.00	2,900.00	
01/20/2009	DITTERT RUBBER STAMP, LTD	102.24	1,355.29	
01/27/2009	DITTERT RUBBER STAMP, LTD	236.50	1,591.79	
01/19/2009	DIVITO, HECTOR	475.00		Note: 1
01/27/2009	DLT SOLUTIONS INC	1,040.29	1,040.29	
01/27/2009	DODSON & ASSOCIATES, INC	6,761.93	19,814.50	
01/20/2009	DOGGETT, KASEY	1,950.00	5,085.00	
01/27/2009	DONALD MOON INVESTIGATIONS	75.00	75.00	
01/19/2009	DONATO MINX BROWN PC	9.00		Note: 1
01/27/2009	DOOLEY TACKABERRY, INC	5,229.90	10,071.90	
01/19/2009	DOUGLAS, NAKIKE	539.00		Note: 1
01/15/2009	DOW, SANFORD L	65.00		Note: 1
01/27/2009	DRURY INN	195.50	1,336.96	
01/27/2009	DUCKETT, TONY K	425.00	1,455.00	
01/19/2009	DUGAR, MERLEON RATCLIFF	475.00		Note: 1
01/20/2009	DUNBAR ARMORED, INC	11,774.82	47,179.53	
01/20/2009	DYSART, JOHN	600.00	600.00	
01/20/2009	EAGLE CONSTRUCTION	2,200.00	4,400.00	
01/19/2009	ECCLES AND MCINTOSH PC	19.00		Note: 1
01/16/2009	EDFUND-ACCOUNTS RECEIVEABL	172.65		Note: 2
01/15/2009	EDWARDS, DAMON	55.00		Note: 1
01/27/2009	EL CAMPO REFRIGERATION AND	310.50	310.50	
01/27/2009	ELEVATOR TRANSPORTATION	515.00	2,060.00	
01/20/2009	ELJURE, CATALINA	595.00	1,360.00	
01/27/2009	EMPLOYEE ASSISTANCE PROFESSION	150.00	150.00	
01/27/2009	ERICSON BOOKS	29.00	29.00	
01/27/2009	ERLING SALES AND SERVICE	628.49	3,252.58	
01/20/2009	ESP OFFICE SOLUTIONS, LLC	6,701.96	100,916.39	
01/27/2009	ESP OFFICE SOLUTIONS, LLC	4,013.00	104,929.39	
01/19/2009	ESPRIT, TEMIKA KNIGHTON	475.00		Note: 1
01/27/2009	EVANS CONSTRUCTION COMPANY	107,026.20	300,730.40	
01/27/2009	FADEN, CARY M	2,100.00	45,230.00	
01/20/2009	FALCON POINTE APARTMENTS	350.00	350.00	Note: 3
01/16/2009	FAMILY SUPPORT REGISTRY	139.96		Note: 2
01/27/2009	FARRIS & ASSOCIATES	3,413.75	3,413.75	
01/20/2009	FAUCETT, MARK	1,700.00	7,575.00	
01/22/2009	FAULTRY, ASHLEY	4,075.74		Note: 2
01/16/2009	FBC EMPLOYEE BENEFIT FUND	120,601.06		Note: 2
01/16/2009	FBC SECTION 125	19,606.21		Note: 2
01/27/2009	FEDEX	144.88	725.82	
01/27/2009	FILTERA	937.01	1,152.77	
01/20/2009	FIRST 1 COMM	1,868.25	1,868.25	
01/19/2009	FIRST AMERICAN TITLE	81.00		Note: 1
01/20/2009	FIRST CHOICE POWER, INC	815.76	5,265.67	Note: 3
01/27/2009	FIRST CHOICE POWER, INC	743.20	6,008.87	
01/19/2009	FIRST COMMUNITY BANK	15.00		Note: 1
01/27/2009	FLAGG, DAN M	112.50	112.50	
01/26/2009	FLANAGAN, TARA	475.00		Note: 1
01/20/2009	FLOWERS BAKING COMPANY	1,033.17	12,360.42	
01/27/2009	FLOWERS BAKING COMPANY	1,832.25	14,192.67	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	FORLANO, FREDERICK	450.00	7,525.00	
01/20/2009	FORT BEND BLINDS, INC	508.00	508.00	
01/20/2009	FORT BEND BODY SHOP	1,817.28	37,682.09	
01/27/2009	FORT BEND BODY SHOP	2,576.88	40,258.97	
01/27/2009	FORT BEND COUNTY	1,080.00	8,042.14	
01/16/2009	FORT BEND COUNTY CHILD SUP	166.36		Note: 2
01/15/2009	FORT BEND COUNTY CLERK	3,500.00		Note: 1
01/19/2009	FORT BEND COUNTY CLERK	6,944.28		Note: 1
01/26/2009	FORT BEND COUNTY CLERK	2,226.00		Note: 1
01/16/2009	FORT BEND COUNTY DEPUTY	2,508.60		Note: 2
01/15/2009	FORT BEND COUNTY DISTRICT	125.00		Note: 1
01/22/2009	FORT BEND COUNTY DISTRICT	209.62		Note: 2
01/20/2009	FORT BEND COUNTY FRESH WAT	41.49	165.35	
01/20/2009	FORT BEND COUNTY MUD #146	49.88	49.88	Note: 3
01/20/2009	FORT BEND COUNTY MUD 30	14.00	1,009.17	Note: 3
01/27/2009	FORT BEND COUNTY MUD 30	15.40	1,024.57	
01/20/2009	FORT BEND COUNTY SHERIFF'S	126.55	6,962.14	
01/27/2009	FORT BEND HERALD	259.20	4,134.54	
01/20/2009	FORT BEND MECHANICAL, LTD	787.93	55,788.02	
01/27/2009	FORT BEND PULMONOLOGY, PLLC	47.68	400.55	
01/20/2009	FORT BEND REGIONAL COUNCIL	3,855.00	126,276.00	
01/20/2009	FORT BEND SENIORS MEALS ON	2,389.03	15,779.91	
01/22/2009	FORTNER, SANDRA	9,950.00		Note: 2
01/27/2009	FRALEY, FRANK J	3,150.00	13,925.00	
01/20/2009	FRANCO, EDUARDO	1,900.00	5,785.00	
01/20/2009	FRANKS, ROBERT D	825.00	6,207.50	
01/27/2009	FRAZER, LTD	65.00	83,796.79	
01/27/2009	FREELANCE ENTERPRISES, INC	2,160.00	2,520.00	
01/20/2009	FRESNO FIRE DEPT	37,418.00	69,238.06	
01/19/2009	FULKERSON FEDER LUCERO & W	5.00		Note: 1
01/27/2009	G & C BUILDING MAINTENANCE	5,940.00	44,054.65	
01/20/2009	G AND K SERVICES	166.47	23,407.04	
01/27/2009	G AND K SERVICES	657.42	24,064.46	
01/27/2009	G T DISTRIBUTORS, INC	17,396.44	27,448.41	
01/20/2009	GAFFNEY, PATRICK P	169.62	169.62	
01/20/2009	GARCIA, MARY	80.30	995.24	
01/20/2009	GARZA, CHARISSEE	500.00	500.00	
01/27/2009	GATES, CAROLYN L	401.65	3,132.44	
01/20/2009	GDI TIMS	3.78	23.10	
01/19/2009	GEO H LEWIS & SONS FUNERAL	41.00		Note: 1
01/20/2009	GEXA ENERGY CORP	450.00	974,625.59	Note: 3
01/27/2009	GEXA ENERGY CORP	72.60	974,698.19	
01/20/2009	GILBERT, STEVEN J	740.00	18,692.50	
01/27/2009	GILBERT, STEVEN J	4,675.00	23,367.50	
01/20/2009	GIPSON, STEPHEN	18.42	18.42	
01/27/2009	GLOBAL EQUIPMENT COMPANY	162.25	654.10	
01/27/2009	GLOBAL GOVT EDUCATION	2,736.94	28,589.92	
01/27/2009	GOKI DEVELOPMENT, INC	315.00	1,535.00	
01/27/2009	GOMEZ, LETICIA	150.00	150.00	
01/19/2009	GONZALEZ, MICHAEL W	24.00		Note: 1
01/27/2009	GONZALEZ, RALPH	41,840.00	63,580.00	
01/27/2009	GRAINGER	3,913.05	23,125.02	
01/16/2009	GREAT SOUTHERN LIFE INSURA	2,522.08		Note: 2
01/27/2009	GUERRERO, SONYA	465.00	5,095.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/20/2009	GULF COAST PAPER COMPANY	6,218.40	46,410.84	
01/27/2009	GULF COAST PAPER COMPANY	2,347.20	48,758.04	
01/27/2009	GULF COAST TRIBUNE	77.40	97.40	
01/19/2009	GULFEAGLE SUPPLY	5.00		Note: 1
01/27/2009	GUTIERREZ, MICHAEL	70.35	418.62	
01/27/2009	H.E.B GROCERY CO	3,157.34	4,386.19	
01/27/2009	HALE, DARYLE	790.00	790.00	
01/20/2009	HALL, KEVIN M	1,000.00	14,937.50	
01/27/2009	HALL, KEVIN M	1,100.00	16,037.50	
01/20/2009	HALL, MEREDITH LCDC	600.00	994.00	
01/20/2009	HALL, MINDY	543.52	6,427.70	
01/27/2009	HALL, MINDY	543.52	6,971.22	
01/27/2009	HALLGREN, ALICE C.	80.30	175.66	
01/20/2009	HALLMARK OFFICE PRODUCTS	86.00	2,803.81	
01/27/2009	HALLMARK OFFICE PRODUCTS	19.04	2,822.85	
01/27/2009	HAROLD ANDERSON AND ASSOCIATES	6,285.71	47,765.68	
01/27/2009	HARRIS COUNTY - J I M S	28,666.08	250,810.57	
01/15/2009	HARRIS COUNTY CONST PCT 1	225.00		Note: 1
01/22/2009	HARRIS COUNTY CONST PCT 1	150.00		Note: 2
01/22/2009	HARRIS COUNTY CONST PCT 4	75.00		Note: 2
01/22/2009	HARRIS COUNTY CONST PCT 5	60.00		Note: 2
01/22/2009	HARRIS COUNTY CONST PCT 7	75.00		Note: 2
01/22/2009	HARRIS COUNTY CONST PCT 8	60.00		Note: 2
01/27/2009	HART, TIFFANY	23.32	576.21	
01/20/2009	HEARD, DEMETRIA	91.52	91.52	
01/27/2009	HEBERT, KATHY	150.00	150.00	
01/20/2009	HECKER, DON A	525.00	28,382.00	
01/27/2009	HECKER, DON A	3,975.00	32,357.00	
01/19/2009	HEGAR, JOE	5.00		Note: 1
01/20/2009	HEGEMIER, JESSE	388.85	1,740.77	
01/27/2009	HEGEMIER, JESSE	367.20	2,107.97	
01/16/2009	HEITKAMP, WILLIAM E	1,718.59		Note: 2
01/20/2009	HELFMAN FORD CO INC	97,429.36	183,192.64	
01/27/2009	HELFMAN FORD CO INC	14,018.48	197,211.12	
01/20/2009	HENDERSON, ARCHIE	250.00	900.00	
01/27/2009	HENDERSON, ARCHIE	250.00	1,150.00	
01/20/2009	HENRY SCHEIN, INC	1,129.90	7,819.60	
01/20/2009	HERBERT L JAMISON & CO, LL	1,384.02	5,536.08	
01/27/2009	HERNANDEZ, ASENCION - ACE	152.50	305.00	
01/26/2009	HERRERA, MARY	475.00		Note: 1
01/27/2009	HHC TRS AUSTIN, LLC	427.80	427.80	
01/20/2009	HICKS-RICHARDSON ASSOCIATE	1,500.00	5,275.46	
01/20/2009	HIGH QUALITY CLEANING SERV	1,530.00	20,986.65	
01/27/2009	HOBBS, KODELLE	55.36	55.36	
01/19/2009	HODGE & BARR PLLC	5.00		Note: 1
01/20/2009	HOLMSTEN MD, WALTER R	2,500.00	10,000.00	
01/19/2009	HOLT AND YOUNG PC	5.00		Note: 1
01/20/2009	HOME DEPOT CREDIT SERVICES	682.31	21,247.32	
01/27/2009	HOME DEPOT CREDIT SERVICES	287.70	21,535.02	
01/27/2009	HOUSEHOLD DRIVERS REPORT, INC	144.00	322.00	
01/20/2009	HUDSON, SHELLY	487.50	3,587.50	
01/27/2009	HUGHES, DALLAS CRAIG	900.00	5,025.00	
01/27/2009	HUITT-ZOLLARS, INC.	5,316.91	8,445.07	
01/15/2009	HULL, JAMES N.	8.00		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	IDC, INC	26,512.00	137,506.00	
01/27/2009	ILES, LEIGHTON	27.34	268.15	
01/27/2009	IMAGE PROFILES, INC	290.00	4,723.89	
01/20/2009	IMPRESSIVE PRINTING	860.45	17,936.10	
01/27/2009	IMPRESSIVE PRINTING	583.50	18,519.60	
01/27/2009	INDIA HERALD	150.40	526.40	
01/27/2009	INDIGENT HEALTHCARE SOLUTIONS	6,661.29	39,904.74	
01/20/2009	INFRASTRUCT SECURITY, INC	348.00	348.00	
01/20/2009	INGRAM LIBRARY SERVICES	1,230.19	43,508.81	
01/27/2009	INGRAM LIBRARY SERVICES	5,732.46	49,241.27	
01/27/2009	INN OF THE HILLS RESORT AND	288.12	288.12	
01/16/2009	INTERNAL REVENUE SERVICE	953,618.89		Note: 2
01/27/2009	INTERNAL REVENUE SERVICE	3,805.00	7,761,588.73	
01/20/2009	INTERNET PROBATION AND PAR	40.00	60.00	
01/20/2009	IRON MOUNTAIN RECORDS	17,519.73	40,725.85	
01/27/2009	JACKSON, CALVIN C	250.00	4,637.50	
01/19/2009	JAMES B NUTTER & COMPANY	10.00		Note: 1
01/20/2009	JEFFCO INC	102.34	102.34	
01/20/2009	JERSEY VILLAGE EMERGENCY S	50.00	300.00	
01/20/2009	JERSEY VILLAGE FIRE DEPART	250.00	300.00	
01/20/2009	JIM SHORT, INC	1,750.00	7,000.00	
01/27/2009	JOHN MOORE SERVICES	2,835.99	2,835.99	
01/27/2009	JOHNSON CONTROLS INC	79.70	186.82	
01/20/2009	JOHNSON LANDSCAPE SERVICES	16,635.36	45,555.49	
01/27/2009	JOHNSON, DEEDRA ROBERSON	650.10	650.10	
01/27/2009	JOHNSON, SUZIE	46.41	46.41	
01/20/2009	JONES MCCLURE PUBLISHING	279.00	1,712.00	
01/27/2009	JONES MCCLURE PUBLISHING	92.00	1,804.00	
01/20/2009	JONES, DONICA	300.00	1,150.00	
01/27/2009	JP AND CONSTABLES ASSOCIATION	60.00	60.00	
01/20/2009	JPMORGAN CHASE BANK NA	918.08	90,473.50	
01/27/2009	JPMORGAN CHASE BANK NA	12,331.07	102,804.57	
01/27/2009	JT PACKARD & ASSOCIATES, INC	4,402.00	4,402.00	
01/27/2009	JUDGE R H GARCIA REGIONAL	6,660.00	16,830.00	
01/16/2009	JUROR PAYMENTS TOTAL	644.00		Note: 4
01/27/2009	KATY BUTANE	150.00	1,933.00	
01/27/2009	KELLY, KELLY D	150.00	1,812.72	
01/20/2009	KENNEDY, DOUGLAS	450.00	450.00	
01/20/2009	KEY ELECTRICAL SUPPLY-STAF	58.25	661.64	
01/19/2009	KEYBANK	5.00		Note: 1
01/27/2009	KIATTA, DAVID W	650.00	2,050.00	
01/19/2009	KILBURN, KERRY A	9.00		Note: 1
01/27/2009	KINCADE, JAMES P.C.	1,215.00	9,392.50	
01/19/2009	KINGWOOD EXPLORATION LLC	7.00		Note: 1
01/27/2009	KOHL'S DEPARTMENT STORES, INC	590.41	2,738.21	
01/20/2009	KONICA MINOLTA BUSINESS	348.15	2,570.99	
01/27/2009	KOVAR, DONALD	212.50	212.50	
01/19/2009	KRENEK, EDDIE M	65.00		Note: 1
01/20/2009	KROGER SOUTHWEST	1,165.05	5,063.06	
01/27/2009	KROGER SOUTHWEST	654.83	5,717.89	
01/27/2009	LA QUINTA	100.98	644.22	
01/20/2009	LA QUINTA- I35 N	100.98	543.24	Note: 3
01/20/2009	LABATT FOOD SERVICE	5,306.27	99,641.19	
01/27/2009	LABATT FOOD SERVICE	6,227.71	105,868.90	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	LAMKIN, PHYLLIS	152.50	305.00	
01/27/2009	LANG, SUSAN	243.58	243.58	
01/27/2009	LANSDOWNE-MOODY CO, INC	39.10	593.10	
01/27/2009	LAW OFFICE OF MELISSA G MARTIN	3,675.00	3,675.00	
01/19/2009	LAW OFFICES OF LAJUAN E WO	130.00		Note: 1
01/27/2009	LAWRENCE MARSHALL CHEVROLET	121.24	4,913.18	
01/20/2009	LAWRENCE MARSHALL FORD MER	738.55	13,850.09	
01/27/2009	LAWRENCE MARSHALL FORD MERCURY	691.50	14,541.59	
01/20/2009	LEXISNEXIS	61.00	1,532.00	
01/27/2009	LEXISNEXIS	315.00	1,847.00	
01/20/2009	LIANG, CATALINA	250.00	5,580.00	
01/27/2009	LIANG, CATALINA	750.00	6,330.00	
01/20/2009	LIBERTY COUNTY AUDITOR	10,339.00	44,443.00	
01/20/2009	LIBRARY DESIGN SYSTEMS, IN	865.00	12,305.00	
01/20/2009	LIGHTLE ENTERPRISES OF OHI	2,756.00	2,756.00	
01/20/2009	LITERACY COUNCIL OF FORT B	1,666.68	10,666.68	
01/20/2009	LITTLEPAGE, AARON	192.00	844.00	Note: 3
01/20/2009	LIU, SHU	140.34	140.34	
01/27/2009	LOGISTECH, INC	238.34	947.62	
01/20/2009	LONE STAR PAVEMENT SERVICE	17,168.58	28,768.35	
01/20/2009	LONE STAR UNIFORMS, INC	4,942.50	77,099.40	
01/27/2009	LONE STAR UNIFORMS, INC	1,362.95	78,462.35	
01/19/2009	LOVE & ASSOCIATES PC	10.00		Note: 1
01/20/2009	LOVE, PAUL	1,250.00	7,300.00	
01/27/2009	LOVE, PAUL	2,750.00	10,050.00	
01/20/2009	LOWE'S HOME CENTER	738.37	6,275.05	
01/27/2009	LOWE'S HOME CENTER	887.29	7,162.34	
01/20/2009	LUCIA CHIANG	120.57	120.57	
01/27/2009	LUDWIG, CHRIS	1,550.00	3,152.50	
01/20/2009	LUSK, NANCY E	375.00	2,300.00	
01/27/2009	M & M COMPANY OF THE SOUTH LLC	49.58	49.58	
01/27/2009	MALDONADO, A E	1,500.00	7,875.00	
01/20/2009	MALDONADO, YVETTE R.	15.46	61.55	
01/20/2009	MALONEY & PARKS, LLP	600.00	1,500.00	
01/27/2009	MALONEY & PARKS, LLP	650.00	2,150.00	
01/27/2009	MANATRON, INC	50.65	260,854.70	
01/27/2009	MARTINEZ, STEVEN SCOTT	1,700.00	8,362.50	
01/27/2009	MASTER HITCH, INC	174.00	174.00	
01/16/2009	MATAGORDA COUNTY CHILD SUP	120.00		Note: 2
01/20/2009	MATTHEW BENDER AND CO, INC	1,956.75	3,268.55	
01/27/2009	MAYS, SHELLEY	67.23	639.27	
01/20/2009	MC DANIEL, CAROLYN	550.00	14,317.50	
01/27/2009	MC DANIEL, CAROLYN	400.00	14,717.50	
01/20/2009	MC MEANS, JEFFREY A	575.00	7,413.00	
01/27/2009	MC MEANS, JEFFREY A	550.00	7,963.00	
01/27/2009	MCCANN, PATRICK F	3,700.00	8,950.00	
01/27/2009	MCCLURE, DAVID B	2,050.00	7,675.00	
01/27/2009	MCCOY WORKPLACE SOLUTIONS	2,160.00	4,286.84	
01/20/2009	MCDANIEL, CHRIS J	2,940.00	10,757.50	
01/27/2009	MCI TELECOMMUNICATIONS	0.42	23.52	
01/15/2009	MCKENNA, TIMOTHY E	83.00		Note: 1
01/20/2009	MCM DATA SERVICES, INC	4,250.00	4,250.00	
01/19/2009	MDA LENDING SOLUTIONS INC	12.00		Note: 1
01/20/2009	MEDIA CONSULTANTS	2,877.25	4,221.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	MEFFORD, IVAN N, MD PHD PA	45.48	45.48	
01/27/2009	MEINARDUS, KAREN	500.00	500.00	
01/27/2009	MEMORIAL HOSPITAL	10,298.22	16,374.97	
01/27/2009	MEMORIAL MEDICAL CENTER	579.62	880.34	
01/27/2009	MEMORIAL PATHOLOGY	403.83	403.83	
01/20/2009	MERGENT INC	2,840.00	2,840.00	
01/16/2009	METLIFE	5,156.72		Note: 2
01/22/2009	METZE, MARC A	16.00		Note: 2
01/27/2009	MIDDLETON, BRIAN	850.00	9,510.00	
01/27/2009	MIDDLETON, TRACY	555.00	3,455.00	
01/20/2009	MIGURA INSURANCE AGENCY	22.34	733.34	
01/27/2009	MILLER, MARLENE	150.00	150.00	
01/27/2009	MILLER, TOMEKA R.	40.00	40.00	
01/19/2009	MINKS, MARY	3,874.00		Note: 1
01/27/2009	MITCHELL, BETTY	150.00	150.00	
01/27/2009	MOBILE MODULAR MANAGMENT CORP	812.00	5,990.52	
01/20/2009	MONK, STEVEN D	2,500.00	9,580.00	
01/20/2009	MONTEMAYOR, MARCUS	100.00	100.00	
01/27/2009	MONUMENTAL LIFE INSURANCE CO	45,746.00	179,742.00	
01/27/2009	MOORE MEDICAL LLC	127.72	30,902.71	
01/20/2009	MOORE WALLACE	315.41	315.41	
01/27/2009	MOORE, KRISTEN	162.80	196.73	
01/27/2009	MORALES, CHRISTOPHER G	1,125.00	1,125.00	
01/19/2009	MOREFIELD, WILLIAM B IV	25.00		Note: 1
01/20/2009	MORGAN, VICTORIA	96.00	204.00	Note: 3
01/27/2009	MORRIS, RICHARD	150.00	150.00	
01/20/2009	MORTON, REBECCA SUZY	19.97	342.52	
01/20/2009	MOTOROLA	212.00	71,133.83	
01/27/2009	MOTOROLA	33,727.57	104,861.40	
01/20/2009	MRCO, INC	3,620.00	8,440.00	
01/20/2009	MSC INDUSTRIAL SUPPLY CO,	1,083.32	7,176.30	
01/27/2009	MSC INDUSTRIAL SUPPLY CO, INC	816.73	7,993.03	
01/19/2009	MULLIN LAW PC	5.00		Note: 1
01/27/2009	MUNOZ, JEANETTE	281.72	3,003.44	
01/20/2009	MUSTANG TRACTOR & EQUIPMEN	181.47	62,047.59	
01/20/2009	MYERS TIRE SUPPLY	634.73	811.55	
01/27/2009	NAPA AUTO PARTS	960.66	8,910.05	
01/20/2009	NASSIF, MICHAEL	250.00	10,875.00	
01/27/2009	NASSIF, MICHAEL	2,725.00	13,600.00	
01/27/2009	NATIONAL ASSOCIATION OF COUNTY	350.00	2,100.00	
01/16/2009	NATIONAL BOND AND TRUST CO	1,970.13		Note: 2
01/20/2009	NATIONAL SAFETY COUNCIL	935.00	1,925.00	Note: 3
01/16/2009	NATIONWIDE RETIREMENT SOLU	19,045.36		Note: 2
01/27/2009	NEEDVILLE AUTO SUPPLY	9.20	272.86	
01/27/2009	NEW HOPE MISSIONARY BAPTIST	150.00	150.00	
01/16/2009	NEW MEXICO CHILD SUPPORT	162.63		Note: 2
01/20/2009	NEW SOLUTIONS	475.00	475.00	
01/20/2009	NEXTEL COMMUNICATIONS	7,297.79	106,718.59	
01/27/2009	NEXTEL COMMUNICATIONS	4,896.46	111,615.05	
01/27/2009	NJOKU, MICHAEL N	7,415.00	28,732.50	
01/20/2009	NNAKA, KENNETH	400.00	1,150.00	
01/16/2009	NORTH CAROLINA CHILD SUPPO	47.08		Note: 2
01/27/2009	NORTH MISSION GLEN MUD	150.00	300.00	
01/27/2009	NOTARY PUBLIC UNDERWRITERS	163.50	263.25	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	NOVAPRO RISK SOLUTIONS	31,213.00	31,213.00	
01/27/2009	NUECES COUNTY	7,834.68	28,814.38	
01/27/2009	NUMERO UNO	189.00	3,765.36	
01/27/2009	NWANGUMA, GRACE	1,525.00	4,670.00	
01/27/2009	NWN CORPORATION	35,571.09	35,571.09	
01/27/2009	OAK BEND MEDICAL OFFICE, LTD	10,390.82	27,277.77	
01/27/2009	OAKBEND MEDICAL CENTER	15,331.20	124,140.07	
01/20/2009	OFFICE DEPOT, INC	7,382.65	122,402.14	
01/27/2009	OFFICE DEPOT, INC	8,023.35	130,425.49	
01/19/2009	OFFICE OF JUDGEMENT ENFORC	10.00		Note: 1
01/20/2009	OFFICE OF THE ATTORNEY GEN	38.80	38.80	
01/16/2009	OHIO CHILD SUPPORT	302.23		Note: 2
01/20/2009	OLDHAM, JOHN	692.45	912.41	
01/20/2009	OLINGER, DAVID	390.99	656.08	
01/20/2009	OMNI AUSTIN HOTEL DOWNTOWN	365.70	365.70	
01/27/2009	OMNI AUSTIN HOTEL DOWNTOWN	182.85	548.55	
01/27/2009	OMNI AUSTIN HOTEL SOUTHPARK	1,466.25	2,196.50	
01/20/2009	ONE INGRAM GROUP	1,750.00	1,750.00	
01/27/2009	ORLOV, ALEXANDER DO, PA	190.77	190.77	
01/20/2009	OSBURN ASSOCIATES, INC	7,237.30	21,155.30	
01/27/2009	OSBURN ASSOCIATES, INC	1,341.00	22,496.30	
01/20/2009	OVERDRIVE, INC	5,593.46	24,515.00	
01/27/2009	OVERDRIVE, INC	1,230.57	25,745.57	
01/27/2009	OVERHEAD DOOR CO OF HOUSTON	1,162.30	12,273.88	
01/20/2009	OZARKA	71.06	7,197.95	
01/27/2009	OZARKA	372.00	7,569.95	
01/27/2009	PACER SERVICE CENTER	37.04	86.64	
01/20/2009	PACKWOOD PSYCHOTHERAPY SER	300.00	925.00	
01/27/2009	PARADIGM CONSULTANTS, INC	16,976.50	41,250.07	
01/19/2009	PARTNERS TITLE	1,575.00		Note: 1
01/27/2009	PATE ENGINEERS, INC	9,888.60	92,378.60	
01/16/2009	PEAKE, DAVID G TRUSTEE	1,954.61		Note: 2
01/20/2009	PEGASUS SCHOOLS, INC	19,605.95	80,068.17	
01/27/2009	PEREZ- JARAMILLO, MAGGIE	675.00	23,516.25	
01/27/2009	PEREZ, JAMES L	600.00	2,500.00	
01/20/2009	PERFORMANCE FOOD GROUP	1,304.12	57,892.21	
01/27/2009	PERFORMANCE FOOD GROUP	14,998.00	72,890.21	
01/27/2009	PERSONNEL POLICY SERVICE	407.00	407.00	
01/22/2009	PERWIN, DAVID S	15.00		Note: 2
01/20/2009	PERZ, IRA F	2,175.00	9,275.00	
01/27/2009	PERZ, IRA F	1,250.00	10,525.00	
01/27/2009	PHARMACY PLUS, INC	973.26	973.26	
01/27/2009	PHI AIR MEDICAL	6,860.72	6,860.72	
01/19/2009	PHILOAN M TRAN PC	5.00		Note: 1
01/20/2009	PHOENIX, JOYCE	1,000.00	4,887.50	
01/27/2009	PITNEY BOWES	4,117.00	155,062.60	
01/20/2009	PITNEY BOWES INC	81.58	150,945.60	
01/20/2009	POLK COUNTY TREASURER	7,350.00	332,220.00	
01/27/2009	POLLY RYON MEDICAL GROUP	28,750.00	144,063.36	
01/27/2009	PONS, JAMES F	2,740.00	3,815.00	
01/15/2009	POSO, JOSE HERLIN	475.00		Note: 1
01/20/2009	POSTMASTER	70.00	1,672.00	
01/20/2009	PREMIUM FOODS	2,027.19	39,088.97	
01/27/2009	PREMIUM FOODS	1,352.00	40,440.97	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	PRIBYL, CYNTHIA	99.25	99.25	
01/19/2009	PRITCHARD, DAVID	5.00		Note: 1
01/20/2009	PRO TECH MONITORING	7,171.14	27,756.78	
01/27/2009	PRODUCTIVITY CENTER, INC	295.00	1,305.00	
01/27/2009	PROFESSIONAL BUILDING PHARMACY	467.62	1,021.02	
01/27/2009	PROPERTY ACQUISITION	21,812.50	91,917.50	
01/19/2009	PROSOURCE MANAGEMENT SOLUT	12.00		Note: 1
01/27/2009	PURA FLO CORPORATION	45.00	225.00	
01/27/2009	QUEST DIAGNOSTIC	383.07	1,367.19	
01/27/2009	R G MILLER ENGINEERS INC	1,600.40	1,600.40	
01/27/2009	RACER, MARK W	750.00	15,022.50	
01/20/2009	RADIOSHACK	239.96	2,310.22	
01/27/2009	RADISSON RESORT-SOUTH PADRE	288.12	288.12	
01/27/2009	RAND MCNALLY AND COMPANY	603.82	603.82	
01/27/2009	RANDOM HOUSE, INC	1,452.92	10,974.39	
01/27/2009	RAY BAILEY ARCHITECTS, INC	1,459.81	9,926.69	
01/20/2009	READING PARK APARTMENTS	665.75	665.75	Note: 3
01/19/2009	REAVES, JAMES LLOYD	51,557.88		Note: 1
01/27/2009	RECORDED BOOKS, LLC	2,464.23	16,629.70	
01/22/2009	REED, MARSHA	16.00		Note: 2
01/20/2009	RELIANT ENERGY RETAIL SERV	18,175.92	128,746.50	Note: 3
01/27/2009	RELIANT ENERGY RETAIL SERVICES	9,013.86	137,760.36	
01/20/2009	RESOURCEFUL BAG AND TAG	6,569.00	6,624.00	
01/27/2009	REYNOLDS, RICHARD BENTON	400.00	2,500.00	
01/27/2009	RICHMOND BONE AND JOINT CLINIC	2,247.84	6,247.98	
01/27/2009	ROBINSON, SHERRY	25.50	185.50	
01/27/2009	ROCKHURST COLLEGE CONTINUING	139.30	139.30	
01/20/2009	ROE, CARMEN	500.00	10,050.00	
01/27/2009	ROE, CARMEN	2,425.00	12,475.00	
01/27/2009	ROLL, ROXIE	2,050.00	23,215.00	
01/27/2009	ROSENBERG CARPET CENTER INC	8,343.75	35,380.75	
01/27/2009	ROSENBERG TRACTOR	1,376.75	21,514.92	
01/19/2009	ROSITA'S BAIL BONDS	298.00		Note: 1
01/27/2009	ROSSER INTERNATIONAL, INC.	35,538.75	35,538.75	
01/20/2009	ROTHMAN, KAREN ROMEO	2,981.50	15,164.00	
01/27/2009	ROYAL "T" CHILD DEVELOPMENT	90.00	90.00	
01/27/2009	ROYAL PROTECTION GROUP, INC	477.00	1,818.00	
01/27/2009	RYCHLIK, DEBORAH	253.67	330.74	
01/27/2009	SALCEDA, ALBERTO G	450.00	5,035.00	
01/27/2009	SAMUEL FRENCH INC	88.63	88.63	
01/20/2009	SAN LUIS HOTEL	170.76	170.76	
01/20/2009	SANTOS, ROBERT L	1,987.00	9,492.00	
01/27/2009	SANTOS, ROBERT L	1,530.00	11,022.00	
01/27/2009	SCANLIN ELECTRIC INC	588.38	6,935.48	
01/20/2009	SCHAEFER, NINA	1,050.00	9,772.50	
01/27/2009	SCHAEFER, NINA	1,950.00	11,722.50	
01/27/2009	SCHAUMBURG AND POLK	22,978.69	103,676.50	
01/20/2009	SCHEPPS DAIRY	2,530.00	21,815.50	
01/27/2009	SCHEPPS DAIRY	2,300.00	24,115.50	
01/27/2009	SCHINDLER ELEVATOR CORPORATION	198.00	1,346.40	
01/27/2009	SCHWAIGER, CHERYL A	25.00	25.00	
01/27/2009	SEARS, ROSS A	153.98	10,827.72	
01/16/2009	SECURITY BENEFIT LIFE INS	19,884.23		Note: 2
01/27/2009	SEDITA, PATRICIA FORTNEY	1,575.00	1,575.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/20/2009	SEEWEE S TRAVEL BY JACKIE	170.00	7,147.50	
01/20/2009	SERVICE PAPER COMPANY	2,130.72	2,130.72	
01/20/2009	SHANCO EQUIPMENT SPECIALIS	890.00	890.00	
01/27/2009	SHAW, RUBY	675.00	35,365.00	
01/15/2009	SHELBY COUNTY SHERIFF	65.00		Note: 1
01/20/2009	SHELTON, PAULETTE	128.60	1,704.60	
01/27/2009	SHELTON, PAULETTE	343.41	2,048.01	
01/20/2009	SHI GOVERNMENT SOLUTIONS I	676.00	45,518.99	
01/27/2009	SHI GOVERNMENT SOLUTIONS INC	23,791.80	69,310.79	
01/20/2009	SHOPPA'S FARM SUPPLY INC	209.43	16,649.99	
01/27/2009	SHOPPA'S FARM SUPPLY INC	252.98	16,902.97	
01/19/2009	SILVER, JAMES FLEET	4,950.00		Note: 1
01/27/2009	SLAVINSKI, BOBBY	301.65	1,960.49	
01/20/2009	SLOAN, STEPHANIE	73.92	73.92	
01/20/2009	SMITH, DERICK R	400.00	1,600.00	
01/27/2009	SMITH, JAMES DENNIS	900.00	4,750.00	
01/27/2009	SMITH, KEISHA	1,550.00	6,550.00	
01/20/2009	SMITHERS, DONALD LEE	33.48	1,088.85	
01/27/2009	SMITHERS, DONALD LEE	210.64	1,299.49	
01/27/2009	SNAP-ON INDUSTRIAL	17,839.25	18,094.05	
01/20/2009	SOCIETY FOR HUMAN RESOURCE	320.00	1,765.00	
01/27/2009	SOPAKCO INC /PACKAGING	735.57	735.57	
01/27/2009	SOS-FT BEND CO WOMEN'S CENTER	2,986.50	39,866.73	
01/20/2009	SOUTHERN TIRE MART, LLC	4,283.16	15,923.18	
01/27/2009	SOUTHERN TIRE MART, LLC	2,834.64	18,757.82	
01/20/2009	SOUTHWEST MOWER SERVICE CE	1,058.25	11,456.58	
01/20/2009	SOUTHWEST SANITATION SYSTE	1,560.00	2,080.00	
01/27/2009	SOUTHWEST SURGICAL ASSOCIATES	85.96	1,080.96	
01/20/2009	SOUTHWEST USERS GROUP	325.00	325.00	
01/20/2009	SPRINT WASTE SERVICES L P	222.00	6,770.00	
01/27/2009	SPRINT WASTE SERVICES L P	590.00	7,360.00	
01/20/2009	STAPP, SHERYL E	543.52	2,580.12	
01/20/2009	STAR VIDEO PRODUCTIONS	250.00	2,880.00	
01/27/2009	STAT CARE OF TEXAS PA	1,157.24	6,510.59	
01/27/2009	STATE BAR OF TEXAS	75.00	1,870.00	
01/20/2009	STATE COMPTROLLER	563.40	11,747.77	
01/16/2009	STATE OF LOUISIANA	441.66		Note: 2
01/20/2009	STEELE, CORINNA	750.00	26,687.65	
01/27/2009	STEELE, CORINNA	3,810.00	30,497.65	
01/27/2009	STELLY, LAWRENCE ANDREW	320.00	1,600.00	
01/19/2009	STEPHEN E GARNER PC	5.00		Note: 1
01/20/2009	STERICYCLE, INC	397.18	5,488.36	
01/27/2009	STERICYCLE, INC	503.03	5,991.39	
01/27/2009	STEVENS, JAMES A	1,100.00	9,700.00	
01/27/2009	STEVENS, SYNGMAN R JR	1,350.00	2,700.00	
01/27/2009	STEWART TITLE COMPANY	15,016.95	356,832.27	
01/27/2009	STICKLER, TOMMY J	3,100.00	13,540.00	
01/27/2009	STORNELLO, ROSARIO	750.00	9,920.00	
01/27/2009	STRAUGHN, MARTHA	200.00	200.00	
01/20/2009	STREAM ENVIRONMENTAL SOLUT	4,500.00	10,000.00	
01/27/2009	STROUHAL TIRE - HUNGERFORD	133.00	425.45	
01/20/2009	STRYKER SALES CORPORATION	2,125.00	2,125.00	
01/27/2009	SUGAR LAND COLON	138.58	984.89	
01/19/2009	SULLINS JOHNSTON ROHRBACH	11.00		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/20/2009	SUMRALL, CINDY	29.70	65.39	
01/20/2009	SUN COAST RESOURCES, INC	1,813.35	34,883.67	
01/20/2009	SUNBELT MILL SUPPLY	700.44	1,625.54	
01/27/2009	SUNBELT MILL SUPPLY	13.21	1,638.75	
01/19/2009	SUNCOAST POST-TENSION	6.00		Note: 1
01/27/2009	SUSSER PETROLEUM COMPANY LL	89,815.10	1,139,717.15	
01/20/2009	SYNCSORT INC	28,032.00	28,032.00	
01/20/2009	T S C STORES	257.96	428.32	
01/20/2009	T.A.L.E.P.I.	25.00	25.00	
01/27/2009	TARGET BANK	6,287.60	13,203.64	
01/20/2009	TASSI, INC	300.00	300.00	
01/20/2009	TAYLOR, EARNEST B	72.00	138.00	
01/27/2009	TAYLOR-FELTON, TANGERLIA	2,460.00	4,385.00	
01/27/2009	TEAM SYSTEMS, INC	1,616.97	16,174.85	
01/20/2009	TECH DEPOT	32,892.45	47,164.85	Note: 3
01/27/2009	TECH DEPOT	325.80	47,490.65	
01/27/2009	TECHKNOWLEDGE CONSULTING CORP	3,650.00	3,650.00	
01/27/2009	TEDSI INFRASTRUCTURE GROUP	2,980.00	9,939.04	
01/20/2009	TEKPLAN SOLUTIONS, LLC	3,805.00	28,225.16	
01/27/2009	TEKPLAN SOLUTIONS, LLC	1,052.00	29,277.16	
01/27/2009	TERMINIX INTERNATIONAL COMPNAY	450.00	3,475.00	
01/19/2009	TERRAZAS, MARILEE	712.50		Note: 1
01/27/2009	TERRY STUDIO	44.33	44.33	
01/20/2009	TERRY, T K	650.00	17,925.00	
01/27/2009	TERRY, T K	3,700.00	21,625.00	
01/27/2009	TEXANA CENTER	1,456.48	94,800.85	
01/20/2009	TEXAS ASSOCIATION OF COUNT	2,640.00	165,136.14	
01/22/2009	TEXAS CHILD SUPPORT DISBUR	2,000.00		Note: 2
01/27/2009	TEXAS COMMISSION	75.00	1,756.00	
01/16/2009	TEXAS COUNTY & DISTRICT	648,907.91		Note: 2
01/16/2009	TEXAS DEPT OF CRIMINAL JUS	5,626.52		Note: 2
01/27/2009	TEXAS ENGINEERING EXT SERVICE	525.00	525.00	
01/20/2009	TEXAS ENVIROMENTAL HEALTH	150.00	150.00	
01/16/2009	TEXAS GUARANTEED STUDENT	146.93		Note: 2
01/20/2009	TEXAS MARKING PRODUCTS, IN	63.08	1,967.14	
01/27/2009	TEXAS MUNICIPAL CLERKS	30.00	30.00	
01/19/2009	TEXAS NATIONS TITLE	8.00		Note: 1
01/27/2009	TEXAS WELDERS SUPPLY CO, INC	220.69	3,655.34	
01/20/2009	TEXAS WEST OAK HOSPITAL LP	525.00	11,975.00	
01/20/2009	TEXAS WORKFORCE COMMISSION	375.00	750.00	
01/20/2009	TEXFORD BATTERY COMPANY IN	102.76	425.87	
01/19/2009	THE FOSTER LAW FIRM	202.00		Note: 1
01/16/2009	THE HARTFORD	1,311.00		Note: 2
01/20/2009	THE HOLOWAY JONES LAW FIRM	60.00	60.00	
01/27/2009	THE MADDOX GROUP	9,361.62	27,709.62	
01/20/2009	THE QUILL LAW FIRM, PC	1,285.00	4,530.00	
01/27/2009	THE QUILL LAW FIRM, PC	400.00	4,930.00	
01/19/2009	THE SHOWALTER LAW FIRM	8.00		Note: 1
01/27/2009	THE TASK FORCE FOR CHILD	450.00	450.00	
01/20/2009	THE TURNING POINT, INC	4,224.50	39,051.00	
01/20/2009	THE WOODLANDS WATERWAY MAR	336.74	965.02	
01/27/2009	THOMAS, LARRY E	525.00	4,275.00	
01/27/2009	THYSSENKRUPP ELEVATOR CORP	2,270.71	13,114.24	
01/20/2009	TORRES, AMY M	240.00	1,902.00	Note: 3

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	TORRES-MILES, CYNTHIA	252.12	2,060.34	
01/27/2009	TOTAL INPATIENT SERVICES	149.63	399.32	
01/20/2009	TOTAL TECHNOLOGIES, LLC	5,109.18	36,261.48	
01/27/2009	TOUCHY, HUGO	1,105.54	1,105.54	
01/20/2009	TRAN LAW OFFICE, PC	200.00	1,300.00	
01/20/2009	TRAVIS COUNTY CLERK	4,110.00	10,890.00	
01/22/2009	TRAVIS COUNTY CONST PCT 5	270.00		Note: 2
01/19/2009	TRAVIS NEWPORT & ASSOC PC	75.00		Note: 1
01/27/2009	TREK	61,915.79	210,167.62	
01/27/2009	TRIPLE B SERVICES, L L P	647,907.98	1,949,567.10	
01/27/2009	TRS CONTAINERS	5,950.00	5,950.00	
01/27/2009	TSIOROS, GREGORY	450.00	450.00	
01/27/2009	TU, PAUL	5,362.50	17,995.00	
01/27/2009	TURNER CONSTRUCTION COMPANY	2,532,148.38	11,419,691.91	
01/20/2009	TUTHILL, ROBERT H	2,103.00	2,103.00	
01/27/2009	TUTHILL, ROBERT H	600.00	2,703.00	
01/16/2009	TX ATTORNEY GENERALS OFFIC	24,923.34		Note: 2
01/20/2009	TXU ENERGY	3,901.09	26,366.43	Note: 3
01/27/2009	TXU ENERGY	1,443.14	27,809.57	
01/16/2009	U S DEPARTMENT OF EDUCATIO	287.76		Note: 2
01/20/2009	ULTRA BUILDING SERVICES	347.00	7,324.21	
01/27/2009	UNDERWOOD, OLEN	77.02	77.02	
01/27/2009	UNIQUE DIGITAL TECHNOLOGY, INC	325.00	2,075.00	
01/20/2009	UNITED PARCEL SERVICE	31.50	979.82	
01/27/2009	UNITED PARCEL SERVICE	138.52	1,118.34	
01/27/2009	UNITED RENTALS HIGHWAY	81.64	1,471.24	
01/16/2009	UNITED WAY OF THE TEXAS GU	470.74		Note: 2
01/27/2009	URBISH ELECTRIC	2,336.50	6,530.47	
01/27/2009	URETEK USA, INC	22,482.00	173,995.20	
01/19/2009	US BANK	5.00		Note: 1
01/19/2009	US BANK HOME MORTGAGE	12.75		Note: 1
01/20/2009	USI, INC	268.69	268.69	
01/20/2009	VERIZON SOUTHWEST	294.31	14,328.17	Note: 3
01/27/2009	VERIZON WIRELESS	48.64	14,376.81	
01/20/2009	VICTOR, VICTOR	500.00	5,850.00	
01/27/2009	VICTOR, VICTOR	2,200.00	8,050.00	
01/27/2009	VIDEX, INC	169.00	226.00	
01/27/2009	VISUAL PROMOTIONS	3,588.80	3,588.80	
01/15/2009	VLADOVIC, BOZHO	2,950.00		Note: 1
01/26/2009	VON BLON, MICHAEL P	475.00		Note: 1
01/27/2009	VOR-TEX	565.60	935.30	
01/19/2009	WACHOVIA BANK NA	10.00		Note: 1
01/27/2009	WALKER, WILLIAM R	50.00	200.00	
01/27/2009	WALKERCOM, INC	675.84	7,021.27	
01/20/2009	WAL-MART COMMUNITY	78.59	18,386.77	
01/27/2009	WAL-MART PHARMACY 546	4,706.63	23,093.40	
01/27/2009	WALZ POSTAL SOLUTIONS, INC	598.43	1,755.29	
01/20/2009	WATSON, TEANA V	5,237.50	11,662.50	
01/20/2009	WCA WASTE CORPORATION	232.30	2,294.93	
01/20/2009	WEBB, JEFFREY ODE	2,275.00	9,997.50	
01/27/2009	WEBB, JEFFREY ODE	4,365.00	14,362.50	
01/27/2009	WELLINGTON ELECTRIC, INC	935.00	2,771.00	
01/19/2009	WELLS FARGO HOME MORTGAGE	35.50		Note: 1
01/20/2009	WEST GROUP PAYMENT CENTER	3,384.46	55,924.40	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/27/2009	WEST GROUP PAYMENT CENTER	12,439.25	68,363.65	
01/27/2009	WEST HOUSTON RADIOLOGY	31.91	1,508.27	
01/20/2009	WESTERN STATES FIRE PROTEC	420.00	15,445.00	
01/20/2009	WEYER, STEPHEN	1,300.00	1,300.00	
01/16/2009	WHARTON COUNTY CHILD	161.54		Note: 2
01/20/2009	WHITT, KENNETH J	72.00	906.00	
01/27/2009	WHITT, KENNETH J	66.00	972.00	
01/27/2009	WILLIAMS, RODNEY O'NEIL	1,200.00	3,700.00	
01/27/2009	WILLO PRODUCTS COMPANY, INC	470.00	470.00	
01/27/2009	WILSON FIRE EQUIPMENT	510.00	2,173.50	
01/20/2009	WILSON, BARBARA L.	365.57	365.57	
01/20/2009	WINDSHIELDS UNLIMITED 1	232.39	445.23	
01/20/2009	WINDSTREAM	4,251.80	23,006.53	Note: 3
01/27/2009	WINDSTREAM	328.14	23,334.67	
01/20/2009	WOOD, HARRIS S, JR	800.00	2,500.00	
01/27/2009	WOOD, HARRIS S, JR	450.00	2,950.00	
01/20/2009	WOOLSEY, KAREN	4,583.50	12,993.50	
01/27/2009	WORLD BOOK, INC	10,736.00	10,736.00	
01/27/2009	WORLD COMMUNICATION CENTER	101.85	305.55	
01/27/2009	WYATT RESOURCES, INC	7,679.20	56,090.24	
01/19/2009	YOUNGER, OWEN	7,958.77		Note: 1
01/15/2009	ZYSK, CINDY A	211.00		Note: 1
		8,349,297.55		

Note: Checks released prior to 1/27/09 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $103,277.18
(2): Payroll and Employee Benefits Payments of $1,871,378.17
(3): Time Sensitive Payments $73,170.69
(4): Juror Payments of $644.00

IN THE MATTER OF ~~APPROVING~~ Ratify BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 27th day of January, ~~2008~~ 2009 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

Now, therefore, be it resolved upon the motions of Commissioner Prestage and seconded by Commissioner Patterson, duly put and carried, it is ordered that the bills be approved in the amount up to $ 73,170.69 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

dd2

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **27th** day of **January** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Drainage District** **160620100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	160620100-63000	$ 85,749
Operating	160620100-63600	54,705
Repairs & Maintenance	160620100-63700	13,261
Capital Acquisitions	160620100-64500	51,425
Information Technology	160620100-65000	5,490
	TOTAL TRANSFERRED TO:	**$ 210,630**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Drainage Contingency	160620100-66500	$ 150,000 ✓
Drainage Fund Balance	160620100-34000	60,630
	TOTAL TRANSFERRED FROM:	**$ 210,630**

EXPLANATION: Transfer funds for FY2008 purchases received in FY2009.

Department Head: RH Date: 1/21/09

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E Hebert
Robert E. Hebert, County Judge

PB

Form BO1
Revised 10/2005

dd3

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **27th** day of **January** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Drainage District** **160620100**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Upper Oyster Creek	702620888 P620-96-UPOYSTER	$ 500,000
Clear Creek	706620888 P620-00CLEARCRK	210,000

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Transfers Out	160620100-70000	$ 710,000 ✓
	TOTAL TRANSFERRED FROM:	**$ 710,000**

EXPLANATION: Transfer funds budgeted for the Upper Oyster Creek & Clear Creek projects in the Drainage Budget to the project accounts.

Department Head: [signature] Date: 1/21/09

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E. Hebert
Robert E. Hebert, County Judge

PR

Form BO1
Revised 10/2005