February 3, 2009

IMAGED 647 PAGES
ON 2-16-09
DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, FEBRUARY 3, 2009
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Morrison.

3. Approve minutes of regular meeting held on January 27, 2009.

4. Announcements and Public Comments.

5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:
   A. Acceptance of the traffic control plan for Great Oaks, Section 1, Section 2, and Section 3, Pct. 3.
   B. Acceptance of the traffic control plan for Canyon Village at Westheimer Lakes, Section 1, Villas at Westheimer Lakes, Section 1, Canyon Fields Drive & Reese Lake Drive STD, and Canyon Fields Drive STD, Pct. 3.
   C. Acceptance of the revised Traffic/Safety Study for Fort Bend ISD, Barbara Jordan Elementary School, in Twin Oaks Village Subdivision, at West Oaks Village Drive to establish "No Parking During School Hours" signs, Pct. 3.

CONSENT AGENDA ITEMS 6 - 22:

6. **OUT-OF-STATE TRAVEL:**
   A. Enter into record the out-of-state travel by elected official:
   Constable, Pct. 2: Constable Ruben Davis to Tucson, Arizona, from March 31 through April 4, 2009, to attend National Constable's Association Convention. (Fund: Constable, Pct. 2, Travel)
   B. Approve out-of-state travel requests for County personnel:
      1) Commissioner, Precinct 2: Katie Herrington and Felecia Evans-Smith to Miami, Florida, April 29–May 3, 2009, to attend the National Organization Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)
      2) Sheriff's Office: Rick White to Fort Smith, Arkansas, March 22-25, 2009, to attend Regional Organized Crime Information Center (ROCIC) Gang Conference. (Fund: Sheriff, Enforcement, Travel)

7. **COUNTY JUDGE:**
   - A. **Authorize payment of annual dues in the amount of $6,118.00 to National Association of Counties for 2009 membership. (Fund: Non-Departmental, Fees)**
   - B. **Authorize the issue of a purchase order for laptop, projector and software on behalf of Fort Bend County Historical Commission as part of their FY09 annual budget operating expense, and approve appropriate transfer in the amount of $2,089 as outlined on form dated January 26, 2009, in accordance with Local Government Code §318.009. (Fund: Non-Departmental, Fees)**
   - C. **Authorize annual payment in the amount of $911 by purchase order to Fort Bend County Historical Commission, representing the remainder of FY 09 Budget for committee operations in accordance with Local Government Code §318.009. (Fund: Non-Departmental, Fees)**
   - D. **Approve renewal of Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County.**

8. **COMMISSIONER, PCT. 1: Approve the reappointments of Cecilia Banse and Pam Henry as Commissioners to Fort Bend County Emergency Services District No. 3 for a two-year term, through December 31, 2010.**

9. **COMMISSIONER, PCT. 3: Approve the reappointment of John Godbee as Commissioner to the Fort Bend Emergency Services District No. 5 for a two-year term, effective through December 31, 2010.**

10. **COMMISSIONER, PCT. 4: Approve the reappointment of John Mukuro as Commissioner to the Fort Bend Emergency Services District No. 5 for a two-year term, effective through December 31, 2010.**

11. **BUDGET TRANSFERS:**
   - A. **<u>Courthouse Security</u>: Approve transfer in the amount of $301 from Fees into Information Technology to allocate funds for purchase of additional license for access system.**
   - B. **<u>Parks Department</u>: Approve transfer in the amount of $500 from Fees into Information Technology to allocate funds for IT work at the Four Corners Community Center.**

12. **COUNTY CLERK: Record into Minutes the Certificate of Completion awarded to Dianne Wilson by the County & District Clerks' Association of Texas for Continuing Education.**

13. **DISTRICT CLERK: Record into Minutes the Certificate of Completion awarded to Annie Rebecca Elliott by the County & District Clerks' Association of Texas for Continuing Education.**

14. ENGINEERING:

A. Approve payment of Invoice No. 1208030 (Pay Estimate No. 9) in the amount of $5,155.00 to Klotz Associates regarding the expansion of Harlem Road (SH 99 to Beechnut), Mobility Bond Project #727, Precincts 3 and 4. (Fund: Mobility Bonds)

B. Approve payment of Invoice No. 10 (Pay Estimate No. 10) in the amount of $51,979.97 to Cobb-Fendley & Associates, Inc. regarding the expansion of Greenbusch Road, Mobility Bond Project #732, Precinct 3. (Fund: Mobility Bonds)

C. Approve payment of Invoice No. 10 (Pay Estimate No. 10) in the amount of $144,434.30 to Chiang Patel & Yerby, Inc. regarding the expansion of Katy-Flewellen Road (from Pin Oak to Katy-Gaston), Mobility Bond Project #734, Precinct 3. (Fund: Mobility Bonds)

D. Approve payment of Invoice No. 11 (Pay Estimate No. 11) in the amount of $18,697.84 to Chiang Patel & Yerby, Inc. regarding the expansion of Katy-Flewellen Road (from Pin Oak to Katy-Gaston), Mobility Bond Project #734, Precinct 3. (Fund: Mobility Bonds)

E. Approve payment of Invoice No. 15 (Pay Estimate No. 15) in the amount of $18,512.33 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)

F. Release bond #18-0125-43201-98-5 in the amount of $431,750.00 for Sienna Steep Bank Village, Section 4. The streets were previously accepted in the County road maintenance system as part of the replats under Section 4A, 4B and 4C, Pct. 1.

G. Approve the plat for Kids "R" Kids Texas No. 61, Pct. 3.

H. Accept the streets in Sienna Village of Bees Creek, Section 1 and release bond #6434066 in the amount of $423,150.00, Pct. 2.

Tiny Trail	166.71 LF
Big Trail	2,963.29 LF
Walking Stick Trail	1,137.23 LF
Big Trail Court	391.36 LF
Big Trail Circle	500.21 LF
Oak Walk	512.59 LF
TOTAL:	5,571.39 LF

I. Accept the streets in Sienna Village of Waters Lake, Section 12A and release bond #6496692 in the amount of $146,096.60, Pct. 1.

Pointe Pass	175.55 LF
Balsam Gap	215.05 LF
Round Meadow Lane	489.25 LF
Sleepy Gap Way	412.46 LF
Waters Lake Lane	311.10 LF
Walters Lake Court	125.02 LF
TOTAL:	1,728.43 LF

ENGINEERING (Continued)

J. **Set public hearing for acceptance of the traffic control plan for Sienna Village of Bees Creek, Section 1, Pct. 2.** ***(Tuesday, March 3, 2009, at 1:00 p.m.)***

K. **Set public hearing for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 12A, Pct. 1.** ***(Tuesday, March 3, 2009, at 1:00 p.m.)***

L. **Set public hearing for Kingbell Shopping Center Replat No. 1, Pct. 3.** ***(Tuesday, March 17, 2009, at 1:00 p.m.)***

15. **FACILITIES MANAGEMENT & PLANNING:**

A. **Approve payment of Invoices 2003-003-018AS, 2003-003-CA1, 2003-003-CA2, and 2003-003-CA3 for an amount totaling $19,785.71 to STOA/Golemon/Bolullo for architectural services provided regarding the Sienna Library. (Fund: Facility Bond Project)**

B. **Approve payment of Invoice No. 3 in the amount of $11,208.00 to AutoArch Architects L.L. C. for services performed regarding the Precinct Three Annex. (Fund: Facility Bond Project)**

C. **Approve payment of Invoice No. 25581 in the amount of $1,210.00 to Accessible Design Solutions for professional services regarding the Gus George Academy. (Fund: Facility Bond Project)**

D. **Approve payment of Invoice No. 599578 in the amount of $678.00 to PSI for materials testing services regarding the Tax Assessor/Collector Facility. (Fund: Facility Bond Project)**

16. **FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION: The Board of Directors of the Fort Bend Flood Control Water Supply Corporation reviewed this item at their regular meeting on January 28, 2009, and made the following recommendation to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors and listed on Board Report for an amount totaling $111,262.54, of which $104,512.54 is for Big Creek and $6,750.00 is for Oyster Creek. (Fund: Big Creek and Oyster Creek, Fees)**

17. **FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1: The Board of Directors of the Fort Bend County Fresh Water Supply District No. 1 reviewed these items at a regular meeting held on December 17, 2008, and makes the following recommendation to Commissioners Court: Authorize payment of Invoice Nos. 21 and 22 totaling $34,838.43 for final design of preliminary engineering, and payment of Invoice No. 59 in the amount of $2,891.90 for the design phase of water and sewer system to Jacobs Carter Burgess. (Fund: Fort Bend County Fresh Water Supply District No. 1, Fees)**

18. HEALTH & HUMAN SERVICES – EMERGENCY MEDICAL SERVICE:

A. Approve renewal of Mutual Aid Agreement for Emergency Medical Services between Fort Bend County and Austin County effective October 1, 2008 through September 30, 2010.

B. Approve renewal of First Responder Agreement between Fort Bend County and City of Stafford Fire Department, effective October 1, 2008 through September 30, 2010.

19. HUMAN RESOURCES: Approve applications for withdrawals from the Shared Sick Leave Pool as follows:

A.	**Employee of Road and Bridge, Position No. 6111-0036**	**58 hours**
B.	**Employee of Constable, Pct. 3, Position No. 5503-0014**	**160 hours**

20. PURCHASING:

A. Authorize advertising for bids for fasteners and miscellaneous shop supplies.

B. Accept Continuation Certificate of Bond for Purchasing Agent, Gilbert D. Jalomo, Jr., effective March 29, 2009 through March 29, 2011.

21. ROAD & BRIDGE: Approve renewal of Interlocal Agreements between Fort Bend County and the following entities for the purchase of fuel through September 30, 2009: City of Richmond; Village of Pleak; Texana Center; and Fort Bend Seniors Meals on Wheels and Much, Much More, Inc.

22. TAX ASSESSOR/COLLECTOR: Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on January 27, 2009, for an amount totaling $71,937.15.

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23. COUNTY JUDGE:

A. Take all appropriate action on Agreement between Fort Bend County and Abundant Life Source, Inc. in the amount of $1,000 for home-delivered meals to elderly and disabled citizens. (Fund: Non-Departmental, Fees)

B. Take all appropriate action to appoint an Advisory Committee for the Animal Control Shelter, pursuant to Health & Safety Code §823.005, composed of the following members: Jennifer G. Sheehy, DVM, Chief Medial Officer Emergency & Critical Care, Sugar Land Veterinary Specialists; Kaye Reynolds, MPH, Deputy Director, Fort Bend County Health & Human Services; Debbi Horrocks, Assistant Director, Fort Bend County Animal Control; and Sherry Ferguson, Executive Director, Houston Humane Society.

24. COMMISSIONER, PCT. 1:
    A. Take all appropriate action to appoint Bill Benton to the Fort Bend County Historical Commission Board for a two-year term, through December 31, 2010.
    B. Take all appropriate action to appoint Irene Compean to the Fort Bend County Child Welfare Board for a three-year term, through February 2, 2012.

25. AUDITOR: Take all appropriate action on request to transfer the amount of $6,842,603 as detailed on Auditor's form dated January 28, 2009, to reallocate final funds for FY 2008 for the General Fund and Road & Bridge Fund.

26. CONSTABLE, PCT. 1: Take all appropriate action on request to transfer the amount of $232,507 as detailed on Auditor's form dated January 23, 2009 to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for Addendum to Agreement for Additional Law Enforcement Services with Fort Bend County Municipal Utility District No. 23.

27. CONSTABLE, PCT. 2: Take all appropriate action on Amendment to Lease Agreement between Fort Bend County and Willowridge Commons, LLC, extending the lease of office space at 7133 W. Fuqua, Missouri City, through September 30, 2009, at a rate of $1,300 per month. (Fund: Constable, Pct. 2, Rentals)

28. ENGINEERING:
    A. Take all appropriate action on the Second Amendment to Project Management Agreement between Fort Bend County and Schaumburg & Polk, Inc. to provide services for the 2007 Mobility Bond Program, increasing the Agreement amount from $463,747 to $812,987. (Fund: Mobility Bonds)
    B. Take action to rescind Court's approval of Agenda Item 33D on September 23, 2008, a request for variance by Cheryl McNease, due to error.
    C. Take all appropriate action on request by Cheryl McNease for a variance to the Fort Bend County Regulations of Subdivisions, Section 2.21 I, to allow 4.00 ± acres, to be divided into two (2) 2.0-acre tracts, to be sold to her adjoining neighbor Carl Gurecky, and be divided out of a 10.0 acre tract, in the Sarah Kennedy League, Abstract 45, Section 22, recorded in official Fort Bend County Deed Records Instrument #2005081935, Fort Bend County, Texas, Pct. 1.
    D. Take all appropriate action on Change Order No. 1 in the amount of $18,889.22 to Pfeiffer & Son, Ltd. for construction of Fort Bend County traffic signalization at Beechnut Street and Harlem Road/Grand Mission Boulevard, Precinct 3. (Fund: Road & Bridge)

29. FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on First Amendment to Construction Agreement between Fort Bend County and Brookstone, L.P. in an amount not to exceed $390,494 for construction services regarding the Sienna Library, to reflect delay in construction and additional cost for new type of foundation. (Fund: Facility Bond Project)

30. LIBRARY: Take all appropriate action on the Texas State Library and Archives Commission Contract for Services, for the payment of funds to Fort Bend County libraries for loaning or providing copies of library materials to all Texas public, academic, and special libraries for the term of September 1, 2008 through August 31, 2009.

31. PUBLIC TRANSPORTATION:
    A. Take all appropriate action to execute Contract Amendment No. 1 for Section 5311 Rural Transportation Program Contract No. 51912F7019, State Project No. RPT 0901(12), to reallocate FY08 State funding into FY09 project budget.
    B. Take all appropriate action to execute Section 5309 Project Grant Agreement, State Project No. 51912F7104, Project Grant Agreement No VCR 0902(12)042 to the Texas Department of Transportation to receive Federal Funds in the amount of $68,000 with a Transportation Development Credit (TDC) amount of $11,560 through January 1, 2010, with no local match required.

32. PURCHASING:
    A. Take all appropriate action on Agreement between Fort Bend County and The Windward Group pursuant to RFP #09-023 – Document Imaging for the Tax Office. (Fund: Tax Office)
    B. Take all appropriate action on request by Corporate Express for price increase pursuant to Bid #06-023 for Toner and Ink Cartridges.
    C. Take all appropriate action on Amendment No. 1 to Agreement between Fort Bend County and Beck Disaster Recovery, Inc. for Houston-Galveston Area Council disaster and recovery professional consulting services, notice-to-proceed for public assistance consulting services. (Fund: Hurricane Ike)
    D. Take all appropriate action to authorize the purchase of telephone equipment from Walkercom for the Needville Annex utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $35,000. (Fund: Facility Bond Project)

PURCHASING (Continued)

E. Take all appropriate action on the following bids:
   1) Bid #09-030 – Tire shredder;
   2) Bid #09-031 – Thermal imager;
   3) Bid #09-034 – Broom sweeper;
   4) Bid #09-035 – Single drum soil compactor;
   5) Bid #09-036 – Asphalt roller;
   6) Bid #09-037 – Motor grader; and
   7) Bid #09-038 – Extended drain multi-grade oil.

33. ROAD & BRIDGE:
   A. Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $943.50 to G & K Services for items that were purchased but not part of the Buy Board Contract. (Fund: Road & Bridge, Operating Supplies)
   B. Take all appropriate action for County Judge to approve and sign Site Reclaimation documents for completion of debris sites by T.F.R. Enterprises. Inc., contingent upon approval by Texas Commission on Environmental Quality (TCEQ).

34. SHERIFF'S OFFICE: Take all appropriate action to reclassify Position Nos. 5601-0636, 5601-0637, 5601-0638 and 5601-0639 in the Sheriff's Office, from Deputy Sheriff, Grade 9 of the Law Enforcement Policy Group, to Cadet, Grade 4 of the Administrative Clerical Policy Group effective February 3, 2009 to fill vacancies in the Cadet Training Academy.

35. Approve Bills.

36. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:
   A. § 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.
      1) Civil Action No. H-98-0653; The Burlington northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell; in the United States District Court for the Southern District of Texas, Houston Division.
      2) Cause No. 32,357; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Kulsoon R. Charania, Maqsood R. Charania, Rafiq Charania and Gulf Coast Bank and Trust, et al; In the County Court at Law No. 1 of Fort Bend County, Texas.

Meet in Closed Session (Continued)

3) Cause No. 32,709; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Rafiq R. Charania, Maqsood R. Charania, and Moody National Bank, et al.; In the County Court at Law No. 1 of Fort Bend County, Texas.
4) Cause No. 32,379; The State of Texas and Fort Bend County, vs. Benina L. Ferrel, et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas/
5) Cause No. 32982; The State of Texas and Fort Bend County, Texas vs. Sun Meng Liaw, et al.; In the County Court at Law No. 2 of Fort Bend County, Texas.
6) Civil Action No. H-08-2399; Qiana Nelson; Renee Nelson; and Colette Nelson v. The County of Fort Bend, Texas; David Craven; and Robert Pelton; pending in the United States District Court for the Southern District of Texas, Houston Division.

B. § 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
1) Acquisition of property for right-of-way, Ransom Road, portion outside of city limits, Pct. 1.
2) Acquisition of property for right-of-way, Ransom Road, portion within city limits, City of Richmond, Pct. 1.
3) Mobility Bond Project #732, Greenbusch Road, Precinct 3.
4) Mobility Bond Project #727, Harlem Road, Precincts 3 and 4.

37. Reconvene Open Session and consider taking action on the following matters:
A. § 551.071. Consultation With Attorney.
1) Civil Action No. H-98-0653; The Burlington northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell; in the United States District Court for the Southern District of Texas, Houston Division.
2) Cause No. 32,357; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Kulsoon R. Charania, Maqsood R. Charania, Rafiq Charania and Gulf Coast Bank and Trust, et al; In the County Court at Law No. 1 of Fort Bend County, Texas.
3) Cause No. 32,709; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Rafiq R. Charania, Maqsood R. Charania, and Moody National Bank, et al.; In the County Court at Law No. 1 of Fort Bend County, Texas.
4) Cause No. 32,379; The State of Texas and Fort Bend County, vs. Benina L. Ferrel, et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas/
5) Cause No. 32982; The State of Texas and Fort Bend County, Texas vs. Sun Meng Liaw, et al.; In the County Court at Law No. 2 of Fort Bend County, Texas.
6) Civil Action No. H-08-2399; Qiana Nelson; Renee Nelson; and Colette Nelson v. The County of Fort Bend, Texas; David Craven; and Robert Pelton; pending in the United States District Court for the Southern District of Texas, Houston Division.

Reconvene Open Session and consider taking action on the following matters: (Continued)

B. § 551.072. Deliberation Regarding Real Property.
   1) Acquisition of property for right-of-way, Ransom Road, portion outside of city limits, Pct. 1.
   2) Acquisition of property for right-of-way, Ransom Road, portion within city limits, City of Richmond, Pct. 1.
   3) Mobility Bond Project #732, Greenbusch Road, Precinct 3.
   4) Mobility Bond Project #727, Harlem Road, Precincts 3 and 4.

38. Adjournment.

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

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, January 30, 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).

FILED FOR RECORD
NO_____ TIME 2:40 A.M. P.M.
JAN 30 2009
Dianne Wilson
County Clerk Fort Bend Co. Tex.

February 3, 2009

NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, FEBRUARY 3, 2009
1:00 O'CLOCK P.M.

FILED FOR RECORD
NO. ____ TIME 2:40 A.M. P.M.
JAN 30 2009
Elaine Nilson
County Clerk Fort Bend Co. Tex.

AGENDA

1. Call to Order.
2. Take all appropriate action on Bid #09-032 for Excavator.
3. Take all appropriate action on the formal abandonment of a 30-foot wide drainage easement due to permanent ceasing of use, as recorded in Volume 488, Page 568 of the Fort Bend County Official Public Records of Real property.
4. Take all appropriate action on Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County Drainage District.
5. Adjournment.

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

Robert E. Hebert, County Judge

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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 3rd day of February, 2009.

DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Patterson seconded by Commissioner Morrison, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 10th day of February, 2009.

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 3rd DAY of FEBRUARY, 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 1:02 p.m.

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

   Invocation and Pledge of Allegiance by Commissioner Morrison.

3. **Approve minutes of regular meeting held on January 27, 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 27, 2009.

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

4. **Announcements and Public Comments.**

   Buddy Edwards of Richmond discussed request to approve an Interlocal Agreement with the City of Wallis. To be considered at a later date.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:**
   A. **Acceptance of the traffic control plan for Great Oaks, Sect 1, Sect 2, and Sect 3, Pct. 3.**
   B. **Acceptance of the traffic control plan for Canyon Village at Westheimer Lakes, Section 1, Villas at Westheimer Lakes, Section 1, Canyon Fields Drive & Reese Lake Drive STD, and Canyon Fields Drive STD, Pct. 3.**
   C. **Acceptance of the revised Traffic/Safety Study for Fort Bend ISD, Barbara Jordan Elementary School, in Twin Oaks Village Subdivision, at West Oaks Village Drive to establish "No Parking During School Hours" signs, Pct. 3.**

Public hearing held. No public comments.

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

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

CONSENT AGENDA ITEMS 6 - 22:

6. **OUT-OF-STATE TRAVEL:**
   A. **Enter into record the out-of-state travel by elected official:**
   Constable, Pct. 2: Constable Ruben Davis to Tucson, Arizona, from March 31 through April 4, 2009, to attend National Constable's Association Convention. (Fund: Constable, Pct. 2, Travel)
   B. **Approve out-of-state travel requests for County personnel:**
      1) **Commissioner, Precinct 2: Katie Herrington and Felecia Evans-Smith to Miami, Florida, April 29–May 3, 2009, to attend the National Organization Black County Officials (NOBCO) 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)**
      2) **Sheriff's Office: Rick White to Fort Smith, Arkansas, March 22-25, 2009, to attend Regional Organized Crime Information Center (ROCIC) Gang Conference. (Fund: Sheriff, Enforcement, Travel)**

7. **COUNTY JUDGE:**
   A. **Authorize payment of annual dues in the amount of $6,118.00 to National Association of Counties for 2009 membership. (Fund: Non-Departmental, Fees)**
   B. **Authorize the issue of a purchase order for laptop, projector and software on behalf of Fort Bend County Historical Commission as part of their FY09 annual budget operating expense, and approve appropriate transfer in the amount of $2,089 as outlined on form dated January 26, 2009, in accordance with Local Government Code §318.009. (Fund: Non-Departmental, Fees)**
   C. **Authorize annual payment in the amount of $911 by purchase order to Fort Bend County Historical Commission, representing the remainder of FY 09 Budget for committee operations in accordance with Local Government Code §318.009. (Fund: Non-Departmental, Fees)**
   D. **Approve renewal of Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County.**

8. **COMMISSIONER, PCT. 1: Approve the reappointments of Cecilia Banse and Pam Henry as Commissioners to Fort Bend County Emergency Services District No. 3 for a two-year term, through December 31, 2010.**

9. **COMMISSIONER, PCT. 3: Approve the reappointment of John Godbee as Commissioner to the Fort Bend Emergency Services District No. 5 for a two-year term, effective through December 31, 2010.**

10. **COMMISSIONER, PCT. 4: Approve the reappointment of John Mukuro as Commissioner to the Fort Bend Emergency Services District No. 5 for a two-year term, effective through December 31, 2010.**

11. **BUDGET TRANSFERS:**
    - A. **Courthouse Security: Approve transfer in the amount of $301 from Fees into Information Technology to allocate funds for purchase of additional license for access system.**
    - B. **Parks Department: Approve transfer in the amount of $500 from Fees into Information Technology to allocate funds for IT work at the Four Corners Community Center.**

12. **COUNTY CLERK: Record into Minutes the Certificate of Completion awarded to Dianne Wilson by the County & District Clerks' Association of Texas for Continuing Education.**

13. **DISTRICT CLERK: Record into Minutes the Certificate of Completion awarded to Annie Rebecca Elliott by the County & District Clerks' Association of Texas for Continuing Education.**

14. **ENGINEERING:**
    - A. **Approve payment of Invoice No. 1208030 (Pay Estimate No. 9) in the amount of $5,155.00 to Klotz Associates regarding the expansion of Harlem Road (SH 99 to Beechnut), Mobility Bond Project #727, Precincts 3 and 4. (Fund: Mobility Bonds)**
    - B. **Approve payment of Invoice No. 10 (Pay Estimate No. 10) in the amount of $51,979.97 to Cobb-Fendley & Associates, Inc. regarding the expansion of Greenbusch Road, Mobility Bond Project #732, Precinct 3. (Fund: Mobility Bonds)**
    - C. **Approve payment of Invoice No. 10 (Pay Estimate No. 10) in the amount of $144,434.30 to Chiang Patel & Yerby, Inc. regarding the expansion of Katy-Flewellen Road (from Pin Oak to Katy-Gaston), Mobility Bond Project #734, Pct 3. (Fund: Mobility Bonds)**
    - D. **Approve payment of Invoice No. 11 (Pay Estimate No. 11) in the amount of $18,697.84 to Chiang Patel & Yerby, Inc. regarding the expansion of Katy-Flewellen Road (from Pin Oak to Katy-Gaston), Mobility Bond Project #734, Precinct 3. (Fund: Mobility Bonds)**
    - E. **Approve payment of Invoice No. 15 (Pay Estimate No. 15) in the amount of $18,512.33 to Schaumburg & Polk, Inc. regarding Management and Administrative Support Services for the 2007 Mobility Bond Project Program, Precincts 1, 2, 3, and 4. (Fund: Mobility Bonds)**
    - F. **Release bond #18-0125-43201-98-5 in the amount of $431,750.00 for Sienna Steep Bank Village, Section 4. The streets were previously accepted in the County road maintenance system as part of the replats under Section 4A, 4B and 4C, Pct. 1.**
    - G. **Approve the plat for Kids "R" Kids Texas No. 61, Pct. 3.**

Item 14 continued – Engineering:

H. **Accept the streets in Sienna Village of Bees Creek, Section 1 and release bond #6434066 in the amount of $423,150.00, Pct. 2.**

Tiny Trail	**166.71 LF**
Big Trail	**2,963.29 LF**
Walking Stick Trail	**1,137.23 LF**
Big Trail Court	**391.36 LF**
Big Trail Circle	**500.21 LF**
Oak Walk	**512.59 LF**
TOTAL:	**5,571.39 LF**

I. **Accept the streets in Sienna Village of Waters Lake, Section 12A and release bond #6496692 in the amount of $146,096.60, Pct. 1.**

Pointe Pass	**175.55 LF**
Balsam Gap	**215.05 LF**
Round Meadow Lane	**489.25 LF**
Sleepy Gap Way	**412.46 LF**
Waters Lake Lane	**311.10 LF**
Walters Lake Court	**125.02 LF**
TOTAL:	**1,728.43 LF**

J. **Set public hearing for acceptance of the traffic control plan for Sienna Village of Bees Creek, Section 1, Pct. 2.** ***(Tuesday, March 3, 2009, at 1:00 p.m.)***

K. **Set public hearing for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 12A, Pct. 1.** ***(Tuesday, March 3, 2009, at 1:00 p.m.)***

L. **Set public hearing for Kingbell Shopping Center Replat No. 1, Pct. 3.** ***(Tuesday, March 17, 2009, at 1:00 p.m.)***

15. **FACILITIES MANAGEMENT & PLANNING:**

A. **Approve payment of Invoices 2003-003-018AS, 2003-003-CA1, 2003-003-CA2, and 2003-003-CA3 for an amount totaling $19,785.71 to STOA/Golemon/Bolullo for architectural services provided regarding the Sienna Library. (Fund: Facility Bond Project)**

B. **Approve payment of Invoice No. 3 in the amount of $11,208.00 to AutoArch Architects L.L. C. for services performed regarding the Precinct Three Annex. (Fund: Facility Bond Project)**

C. **Approve payment of Invoice No. 25581 in the amount of $1,210.00 to Accessible Design Solutions for professional services regarding the Gus George Academy. (Fund: Facility Bond Project)**

D. **Approve payment of Invoice No. 599578 in the amount of $678.00 to PSI for materials testing services regarding the Tax Assessor/Collector Facility. (Fund: Facility Bond Project)**

16. **FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION: The Board of Directors of the Fort Bend Flood Control Water Supply Corporation reviewed this item at their regular meeting on January 28, 2009, and made the following recommendation to Commissioners Court: Authorize payment of invoices for work performed by consultants and/or contractors and listed on Board Report for an amount totaling $111,262.54, of which $104,512.54 is for Big Creek and $6,750.00 is for Oyster Creek. (Fund: Big Creek and Oyster Creek, Fees)**

17. **FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1: The Board of Directors of the Fort Bend County Fresh Water Supply District No. 1 reviewed these items at a regular meeting held on December 17, 2008, and makes the following recommendation to Commissioners Court: Authorize payment of Invoice Nos. 21 and 22 totaling $34,838.43 for final design of preliminary engineering, and payment of Invoice No. 59 in the amount of $2,891.90 for the design phase of water and sewer system to Jacobs Carter Burgess. (Fund: Fort Bend County Fresh Water Supply District No. 1, Fees)**

18. **HEALTH & HUMAN SERVICES – EMERGENCY MEDICAL SERVICE:**
    - **A. Approve renewal of Mutual Aid Agreement for Emergency Medical Services between Fort Bend County and Austin County effective October 1, 2008 through September 30, 2010.**
    - **B. Approve renewal of First Responder Agreement between Fort Bend County and City of Stafford Fire Department, effective October 1, 2008 through September 30, 2010.**

19. **HUMAN RESOURCES: Approve applications for withdrawals from the Shared Sick Leave Pool as follows:**
    - **A. Employee of Road and Bridge, Position No. 6111-0036 — 58 hours**
    - **B. Employee of Constable, Pct. 3, Position No. 5503-0014 — 160 hours**

20. **PURCHASING:**
    - **A. Authorize advertising for bids for fasteners and miscellaneous shop supplies.**
    - **B. Accept Continuation Certificate of Bond for Purchasing Agent, Gilbert D. Jalomo, Jr., effective March 29, 2009 through March 29, 2011.**

21. **ROAD & BRIDGE: Approve renewal of Interlocal Agreements between Fort Bend County and the following entities for the purchase of fuel through September 30, 2009: City of Richmond; Village of Pleak; Texana Center; and Fort Bend Seniors Meals on Wheels and Much, Much More, Inc.**

22. **TAX ASSESSOR/COLLECTOR: Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on January 27, 2009, for an amount totaling $71,937.15.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6-15A and 15C-22 with correction to 7D – change shall to may on page 4 #G, 15B – payment of $11,028.00 and 17 – Invoice No. 59 payable to Carter Burgess.

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

Item 15B - separate vote.

15. FACILITIES MANAGEMENT & PLANNING:

B. Approve payment of Invoice No. 3 in the amount of $11,208.00 to AutoArch Architects L.L.C. for services performed regarding the Precinct Three Annex. (Fund: Facility Bond Project)

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried (4-0-1), it is ordered to approve payment of Invoice No. 3 in the amount of $11,208.00 to AutoArch Architects L.L.C. for services performed regarding the Precinct Three Annex. (Fund: Facility Bond Project)

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

23. **COUNTY JUDGE:**

A. **Take all appropriate action on Agreement between Fort Bend County and Abundant Life Source, Inc. in the amount of $1,000 for home-delivered meals to elderly and disabled citizens. (Fund: Non-Departmental, Fees)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Abundant Life Source, Inc. in the amount of $1,000 for home-delivered meals to elderly and disabled citizens. (Fund: Non-Departmental, Fees)

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

B. **Take all appropriate action to appoint an Advisory Committee for the Animal Control Shelter, pursuant to Health & Safety Code §823.005, composed of the following members: Jennifer G. Sheehy, DVM, Chief Medial Officer Emergency & Critical Care, Sugar Land Veterinary Specialists; Kaye Reynolds, MPH, Deputy Director, Fort Bend County Health & Human Services; Debbi Horrocks, Assistant Director, Fort Bend County Animal Control; and Sherry Ferguson, Executive Director, Houston Humane Society.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to appoint an Advisory Committee for the Animal Control Shelter, pursuant to Health & Safety Code §823.005, composed of the following members: Jennifer G. Sheehy, DVM, Chief Medial Officer Emergency & Critical Care, Sugar Land Veterinary Specialists; Kaye Reynolds, MPH, Deputy Director, Fort Bend County Health & Human Services; Debbi Horrocks, Assistant Director, Fort Bend County Animal Control; and Sherry Ferguson, Executive Director, Houston Humane Society.

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

24. **COMMISSIONER, PCT. 1:**
    A. **Take all appropriate action to appoint Bill Benton to the Fort Bend County Historical Commission Board for a two-year term, through December 31, 2010.**
    B. **Take all appropriate action to appoint Irene Compean to the Fort Bend County Child Welfare Board for a three-year term, through February 2, 2012.**

    Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve agenda item 24 A-B.

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

25. **AUDITOR: Take all appropriate action on request to transfer the amount of $6,842,603 as detailed on Auditor's form dated January 28, 2009, to reallocate final funds for FY 2008 for the General Fund and Road & Bridge Fund.**

    Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $6,842,603 as detailed on Auditor's form dated January 28, 2009, to reallocate final funds for FY 2008 for the General Fund and Road & Bridge Fund.

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

26. **CONSTABLE, PCT. 1: Take all appropriate action on request to transfer the amount of $232,507 as detailed on Auditor's form dated January 23, 2009 to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for Addendum to Agreement for Additional Law Enforcement Services with Fort Bend County Municipal Utility District No. 23.**

    Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $232,507 as detailed on Auditor's form dated January 23, 2009 to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for Addendum to Agreement for Additional Law Enforcement Services with Fort Bend County Municipal Utility District No. 23.

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

27. **CONSTABLE, PCT. 2: Take all appropriate action on Amendment to Lease Agreement between Fort Bend County and Willowridge Commons, LLC, extending the lease of office space at 7133 W. Fuqua, Missouri City, through September 30, 2009, at a rate of $1,300 per month. (Fund: Constable, Pct. 2, Rentals)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve Amendment to Lease Agreement between Fort Bend County and Willowridge Commons, LLC, extending the lease of office space at 7133 W. Fuqua, Missouri City, through September 30, 2009, at a rate of $1,300 per month. (Fund: Constable, Pct. 2, Rentals)

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

28. **ENGINEERING:**

A. **Take all appropriate action on the Second Amendment to Project Management Agreement between Fort Bend County and Schaumburg & Polk, Inc. to provide services for the 2007 Mobility Bond Program, increasing the Agreement amount from $463,747 to $812,987. (Fund: Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Project Management Agreement between Fort Bend County and Schaumburg & Polk, Inc. to provide services for the 2007 Mobility Bond Program, increasing the Agreement amount from $463,747 to $812,987. (Fund: Mobility Bonds)

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

B. **Take action to rescind Court's approval of Agenda Item 33D on September 23, 2008, a request for variance by Cheryl McNease, due to error.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to rescind Court's approval of Agenda Item 33D on September 23, 2008, a request for variance by Cheryl McNease, due to error.

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

Item 28 continued – Engineering:

C. **Take all appropriate action on request by Cheryl McNease for a variance to the Fort Bend County Regulations of Subdivisions, Section 2.21 I, to allow 4.00 ± acres, to be divided into two (2) 2.0-acre tracts, to be sold to her adjoining neighbor Carl Gurecky, and be divided out of a 10.0 acre tract, in the Sarah Kennedy League, Abstract 45, Section 22, recorded in official Fort Bend County Deed Records Instrument #2005081935, Fort Bend County, Texas, Pct. 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve request by Cheryl McNease for a variance to the Fort Bend County Regulations of Subdivisions, Section 2.21 I, to allow 4.00 ± acres, to be divided into two (2) 2.0-acre tracts, to be sold to her adjoining neighbor Carl Gurecky, and be divided out of a 10.0 acre tract, in the Sarah Kennedy League, Abstract 45, Section 22, recorded in official Fort Bend County Deed Records Instrument #2005081935, Fort Bend County, Texas, Pct. 1.

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

D. **Take all appropriate action on Change Order No. 1 in the amount of $18,889.22 to Pfeiffer & Son, Ltd. for construction of Fort Bend County traffic signalization at Beechnut Street and Harlem Road/Grand Mission Boulevard, Precinct 3. (Fund: Road & Bridge)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Change Order No. 1 in the amount of $18,889.22 to Pfeiffer & Son, Ltd. for construction of Fort Bend County traffic signalization at Beechnut Street and Harlem Road/Grand Mission Boulevard, Precinct 3. (Fund: Road & Bridge)

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

29. **FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on First Amendment to Construction Agreement between Fort Bend County and Brookstone, L.P. in an amount not to exceed $390,494 for construction services regarding the Sienna Library, to reflect delay in construction and additional cost for new type of foundation. (Fund: Facility Bond Project)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Construction Agreement between Fort Bend County and Brookstone, L.P. in an amount not to exceed $390,494 for construction services regarding the Sienna Library, to reflect delay in construction and additional cost for new type of foundation. (Fund: Facility Bond Project)

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

30. **LIBRARY: Take all appropriate action on the Texas State Library and Archives Commission Contract for Services, for the payment of funds to Fort Bend County libraries for loaning or providing copies of library materials to all Texas public, academic, and special libraries for the term of September 1, 2008 through August 31, 2009.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Texas State Library and Archives Commission Contract for Services, for the payment of funds to Fort Bend County libraries for loaning or providing copies of library materials to all Texas public, academic, and special libraries for the term of September 1, 2008 through August 31, 2009.

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

31. **PUBLIC TRANSPORTATION:**

A. **Take all appropriate action to execute Contract Amendment No. 1 for Section 5311 Rural Transportation Program Contract No. 51912F7019, State Project No. RPT 0901(12), to reallocate FY08 State funding into FY09 project budget.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to execute Contract Amendment No. 1 for Section 5311 Rural Transportation Program Contract No. 51912F7019, State Project No. RPT 0901(12), to reallocate FY08 State funding into FY09 project budget.

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

B. **Take all appropriate action to execute Section 5309 Project Grant Agreement, State Project No. 51912F7104, Project Grant Agreement No VCR 0902(12)042 to the Texas Department of Transportation to receive Federal Funds in the amount of $68,000 with a Transportation Development Credit (TDC) amount of $11,560 through January 1, 2010, with no local match required.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to execute Section 5309 Project Grant Agreement, State Project No. 51912F7104, Project Grant Agreement No VCR 0902(12)042 to the Texas Department of Transportation to receive Federal Funds in the amount of $68,000 with a Transportation Development Credit (TDC) amount of $11,560 through January 1, 2010, with no local match required.

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

32. **PURCHASING:**

A. **Take all appropriate action on Agreement between Fort Bend County and The Windward Group pursuant to RFP #09-023 – Document Imaging for the Tax Office. (Fund: Tax Office)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and The Windward Group pursuant to RFP #09-023 – Document Imaging for the Tax Office for $28,000.00. (Fund: Tax Office)

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

B. **Take all appropriate action on request by Corporate Express for price increase pursuant to Bid #06-023 for Toner and Ink Cartridges.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve request by Corporate Express for price increase pursuant to Bid #06-023 for Toner and Ink Cartridges.

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

Note: Increase is 3.6% and is allowed per bid document.

C. **Take all appropriate action on Amendment No. 1 to Agreement between Fort Bend County and Beck Disaster Recovery, Inc. for Houston-Galveston Area Council disaster and recovery professional consulting services, notice-to-proceed for public assistance consulting services. (Fund: Hurricane Ike)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Amendment No. 1 to Agreement between Fort Bend County and Beck Disaster Recovery, Inc. for Houston-Galveston Area Council disaster and recovery professional consulting services, notice-to-proceed for public assistance consulting services with an increase of $150,000.00. (Fund: Hurricane Ike)

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

Note: Partial reimbursement of fees to come from FEMA.

Item 32 continued – Purchasing:

D. **Take all appropriate action to authorize the purchase of telephone equipment from Walkercom for the Needville Annex utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $35,000. (Fund: Facility Bond Project)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize the purchase of telephone equipment from Walkercom for the Needville Annex utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $35,000. (Fund: Facility Bond Project)

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

E. **Take all appropriate action on the following bids:**

1) **Bid #09-030 – Tire shredder;**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-030 – Tire shredder to Franklin Miller Inc. and negotiate price.

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

2) **Bid #09-031 – Thermal imager;**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-031 – Thermal imager to G T Distributors for $10,489.67 each and purchase 10 for Sheriff's Office with Grant Funds.

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

3) **Bid #09-034 – Broom sweeper;**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to award Bid #09-034 – Broom sweeper to R B Everett & Company for $45,000.00 for Road and Bridge.

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

Item 32E continued - Purchasing:

4) **Bid #09-035 – Single drum soil compactor;**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to award Bid #09-035 – Single drum soil compactor to R B Everett & Company for $115,000.00 for Road and Bridge.

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

5) **Bid #09-036 – Asphalt roller;**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to award Bid #09-036 – Asphalt roller to R B Everett & Company for $148,000.00 for Road and Bridge.

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

6) **Bid #09-037 – Motor grader;**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-037 – Motor grader to Mustang CAT for $207,983.00 each for 2 units for Road and Bridge.

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

7) **Bid #09-038 – Extended drain multi-grade oil.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award Bid #09-038 – Extended drain multi-grade oil to Certified Labs.

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

33. **ROAD & BRIDGE:**

A. **Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $943.50 to G & K Services for items that were purchased but not part of the Buy Board Contract. (Fund: Road & Bridge, Operating Supplies)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of $943.50 to G & K Services for items that were purchased but not part of the Buy Board Contract. (Fund: Road & Bridge, Operating Supplies)

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

Item 33 continued – Road and Bridge:

B. **Take all appropriate action for County Judge to approve and sign Site Reclaimation documents for completion of debris sites by T.F.R. Enterprises. Inc., contingent upon approval by Texas Commission on Environmental Quality (TCEQ).**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize County Judge to approve and sign Site Reclaimation documents for completion of debris sites by T.F.R. Enterprises. Inc., contingent upon approval by Texas Commission on Environmental Quality (TCEQ).

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

34. **SHERIFF'S OFFICE: Take all appropriate action to reclassify Position Nos. 5601-0636, 5601-0637, 5601-0638 and 5601-0639 in the Sheriff's Office, from Deputy Sheriff, Grade 9 of the Law Enforcement Policy Group, to Cadet, Grade 4 of the Administrative Clerical Policy Group effective February 3, 2009 to fill vacancies in the Cadet Training Academy.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to reclassify Position Nos. 5601-0636, 5601-0637, 5601-0638 and 5601-0639 in the Sheriff's Office, from Deputy Sheriff, Grade 9 of the Law Enforcement Policy Group, to Cadet, Grade 4 of the Administrative Clerical Policy Group effective February 3, 2009 to fill vacancies in the Cadet Training Academy.

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

35. **Approve Bills.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $2,792,077.20.

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

Recess:

Recessed at 1:42 p.m.

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

A. **§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.**

1) **Civil Action No. H-98-0653; The Burlington northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell; in the United States District Court for the Southern District of Texas, Houston Division.**
2) **Cause No. 32,357; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Kulsoon R. Charania, Maqsood R. Charania, Rafiq Charania and Gulf Coast Bank and Trust, et al; In the County Court at Law No. 1 of Fort Bend County, Texas.**
3) **Cause No. 32,709; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Rafiq R. Charania, Maqsood R. Charania, and Moody National Bank, et al.; In the County Court at Law No. 1 of Fort Bend County, Texas.**
4) **Cause No. 32,379; The State of Texas and Fort Bend County, vs. Benina L. Ferrel, et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas/**
5) **Cause No. 32982; The State of Texas and Fort Bend County, Texas vs. Sun Meng Liaw, et al.; In the County Court at Law No. 2 of Fort Bend County, Texas.**
6) **Civil Action No. H-08-2399; Qiana Nelson; Renee Nelson; and Colette Nelson v. The County of Fort Bend, Texas; David Craven; and Robert Pelton; pending in the United States District Court for the Southern District of Texas, Houston Division.**

B. **§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.**

1) **Acquisition of property for right-of-way, Ransom Road, portion outside of city limits, Pct. 1.**
2) **Acquisition of property for right-of-way, Ransom Road, portion within city limits, City of Richmond, Pct. 1.**
3) **Mobility Bond Project #732, Greenbusch Road, Precinct 3.**
4) **Mobility Bond Project #727, Harlem Road, Precincts 3 and 4.**

Closed Session:

Convened at 1:52 p.m.
Adjourned at 2:34 p.m.

Reconvene:

Reconvened at 2:36 p.m.

37. **Reconvene Open Session and consider taking action on the following matters:**

A. **§ 551.071. Consultation With Attorney.**

1) **Civil Action No. H-98-0653; The Burlington northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell; in the United States District Court for the Southern District of Texas, Houston Division.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson, duly put and unanimously carried (4-0), it is ordered that Chamberlain, Hrdlicka, White, Williams and Martin is authorized to represent Ben W. Childers former County Attorney and Roy Cordes Jr. County Attorney in their official individual capacities for Civil Action No. H-98-0653; The Burlington northern and Santa Fe Railway Company vs. Ben W. "Bud" Childers, as Fort Bend County Attorney; Mark Millis; The Millis Group, Inc.; Royal Lakes Limited; and Fort Bend County (by and through County Judge Michael D. Rozell; in the United States District Court for the Southern District of Texas, Houston Division.

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

2) **Cause No. 32,357; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Kulsoon R. Charania, Maqsood R. Charania, Rafiq Charania and Gulf Coast Bank and Trust, et al; In the County Court at Law No. 1 of Fort Bend County, Texas.**
3) **Cause No. 32,709; The State of Texas and Fort Bend County, vs. Raheen Ali Charania, Rafiq R. Charania, Maqsood R. Charania, and Moody National Bank, et al.; In the County Court at Law No. 1 of Fort Bend County, Texas.**
4) **Cause No. 32,379; The State of Texas and Fort Bend County, vs. Benina L. Ferrel, et al.; In the County Court at Law Number Three (3) of Fort Bend County, Texas**
5) **Cause No. 32982; The State of Texas and Fort Bend County, Texas vs. Sun Meng Liaw, et al.; In the County Court at Law No. 2 of Fort Bend County, Texas.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize the County Attorney to incur litigation expenses totaling $30,000.00 to cover agenda items 37A 2 - 5 Cause No. 32,357, Cause No. 32,709, Cause No. 32,379 and Cause No. 32982 and authorize funding from Contingency to transfer into County Attorney Fees and Services.

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

Item 37A continued – 551.071 Consultation With Attorney:

6) **Civil Action No. H-08-2399; Qiana Nelson; Renee Nelson; and Colette Nelson v. The County of Fort Bend, Texas; David Craven; and Robert Pelton; pending in the United States District Court for the Southern District of Texas, Houston Division.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize County Attorney to negotiate the complete terms and provisions for the full and final settlement of Civil Action No. H-08-2399 in the United States District Court for the Southern District of Texas, Houston Division, Quiana Nelson, et al vs. Fort Bend County, et al and authorize the County Judge to execute and deliver the settlement agreement.

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

B. **§ 551.072. Deliberation Regarding Real Property.**

1) **Acquisition of property for right-of-way, Ransom Road, portion outside of city limits, Pct. 1.**

No action.

2) **Acquisition of property for right-of-way, Ransom Road, portion within city limits, City of Richmond, Pct. 1.**

No action.

3) **Mobility Bond Project #732, Greenbusch Road, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase Parcel 7 in the amount of $11,799.00 and Parcel 19 in the amount of $111,544.50 of the Greenbusch Road Mobility Project plus necessary costs not to exceed $3,000.00 each with funds from Right of Way Fund and authorize the County Judge to sign all necessary documents.

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

4) **Mobility Bond Project #727, Harlem Road, Precincts 3 and 4.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase Parcels 11 and 13 of the Harlem Road Mobility Project in the amount of $214,379.00 plus necessary costs not to exceed $3,000.00 with funds from Right of Way Fund and authorize County Judge to sign all necessary documents.

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

38. **Adjournment.**

Commissioners Court adjourned at 1:43 p.m. on Tuesday, February 03, 2009.

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 3rd DAY of FEBRUARY 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 1:07 p.m.

2. **Take all appropriate action on Bid #09-032 for Excavator.**

   Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #09-032 for Excavator to CLM Equipment for $190,878.00.

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

3. **Take all appropriate action on the formal abandonment of a 30-foot wide drainage easement due to permanent ceasing of use, as recorded in Volume 488, Page 568 of the Fort Bend County Official Public Records of Real property.**

   Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve the formal abandonment of a 30-foot wide drainage easement due to permanent ceasing of use, as recorded in Volume 488, Page 568 of the Fort Bend County Official Public Records of Real property.

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

   Note: Easement is located in Precinct 2.

4. **Take all appropriate action on Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County Drainage District.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to adopt a Resolution on Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County Drainage District and change shall to may on page 4 #G.

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

5. **Adjournment.**

The Drainage District Board adjourned at 1:10 p.m. on Tuesday, February 03, 2009.

2009 COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out **ALL** blanks. **PLEASE PRINT**

Name: C L Edwards BUDDY EDWARDS

Home Address: 6910 Bois D'arc Ln. RICHMOND

Home Telephone: 281-346-1727

Place of Employment: Self Employed

Please provide the name address and phone number of any group or organization you represent, if applicable.

City of Wallis 979-451-1601

Which agenda item(s) do you wish to address?

IN GENERAL, ARE YOU: FOR [X] **AGAINST** [ ] **SUCH AGENDA ITEM ?**
(Please Check One)

I acknowledge that, if called to speak, I will only speak to the agenda item(s) noted above in accordance with Fort Bend County Rules for Procedure, Conduct and Decorum at County Commissioner's Court Meetings and that my comments will be limited to a maximum of three minutes.

Signature: C L Edwards

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the meeting is called to order. Any documentation you wish to provide to the court should accompany this form when you present it to the County Clerk. This document provided becomes public record and is recorded with materials regarding Commissioners Court.

5A

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

January 9, 2009

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

RE: Great Oaks, Section 1 -Traffic Control Plan
Great Oaks, Section 2
Great Oaks, Section 3

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plans for the above referenced subdivision. The public hearing date for acceptance of the plans is scheduled for 2/3/2009.

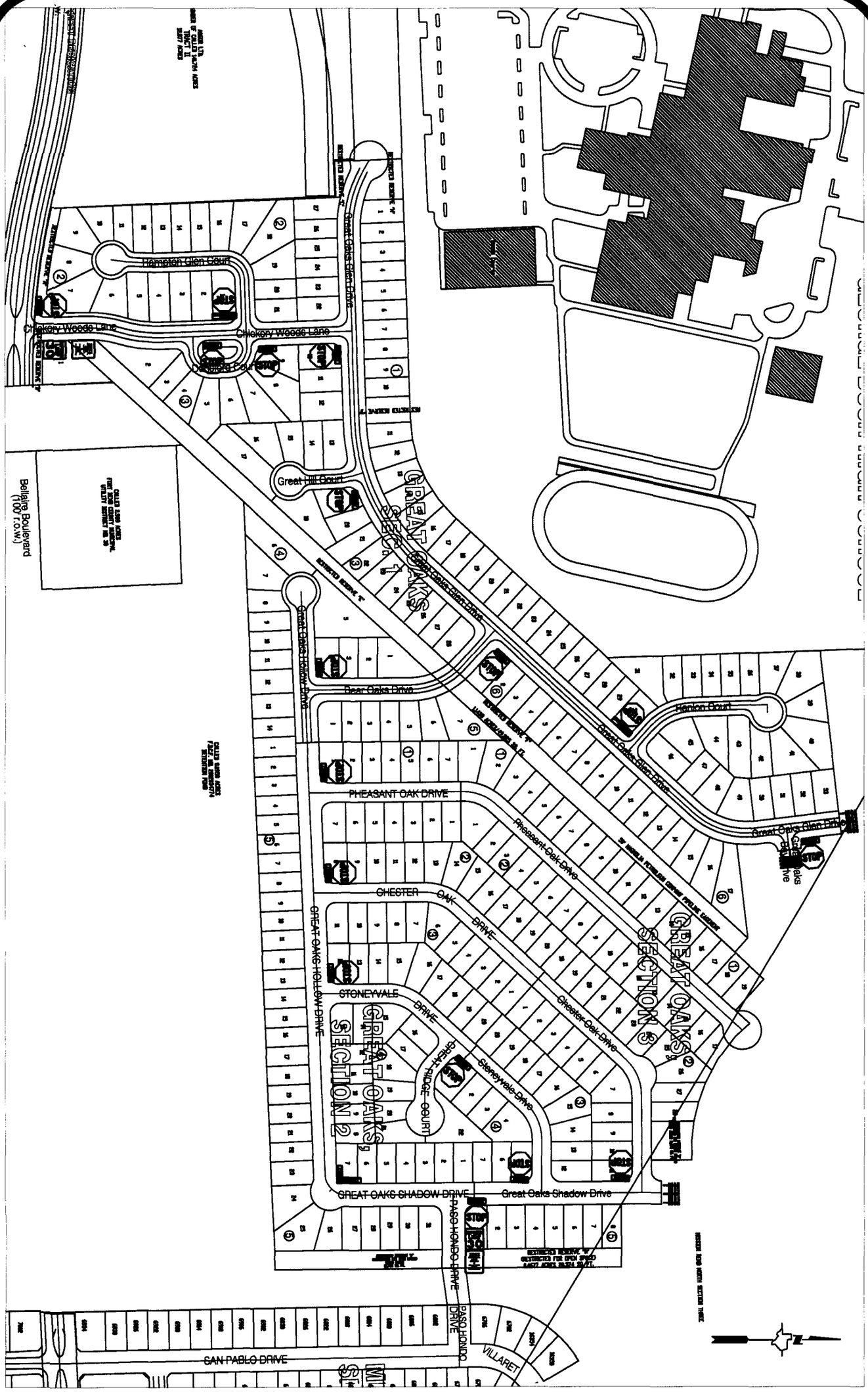
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

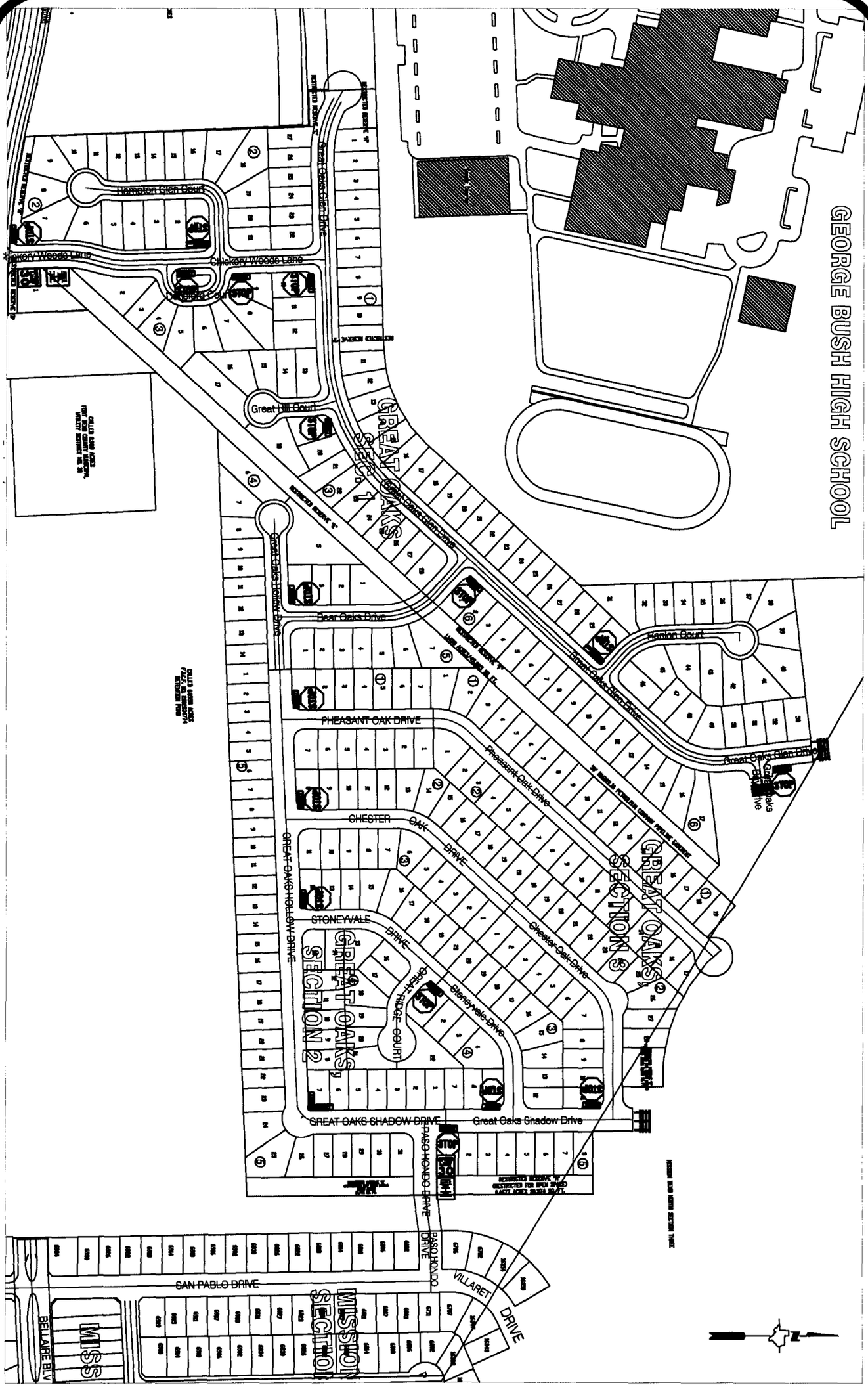
cc: Judge Robert E. Hebert, County Judge
Marc Grant - FBC Road & Bridge
Marc Grant - Signage Department
File



Note:

The purpose of this traffic control plan is to establish traffic control for Great Oaks, Section 1.

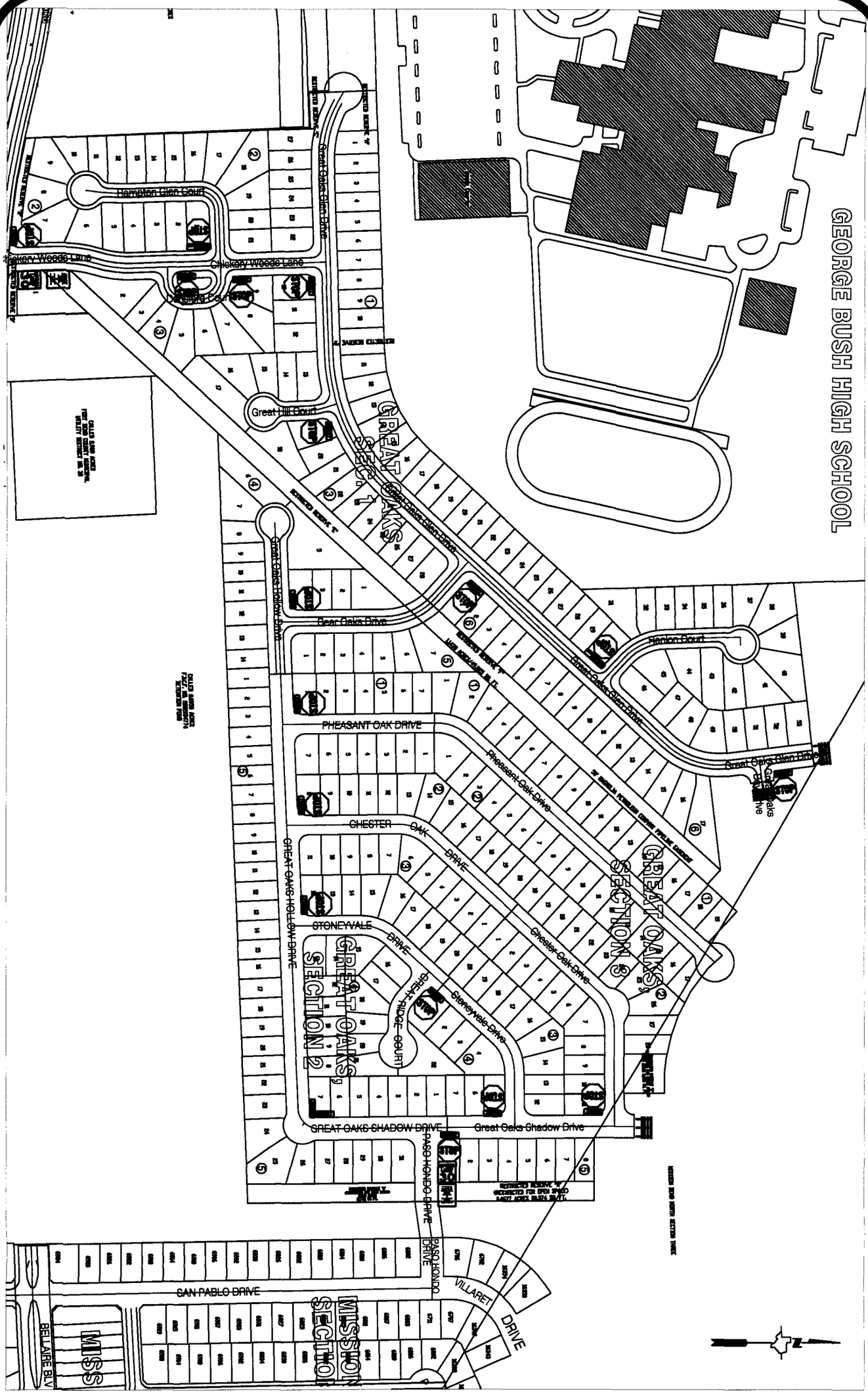
Drawn By: L. Brdecka	**Great Oaks, Section 1 Control Map and Traffic Sign Layout**
Date: 1-9-09	
Approved By: Steven L. Evans	
Date: 1-9-09	
Scale 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471



Note:

The purpose of this traffic control plan is to establish traffic control for Great Oaks, Section 2.

Drawn By: L. Brdecka	**Great Oaks, Section 2 Control Map and Traffic Sign Layout**
Date: 1-9-09	
Approved By: Steven L. Evans	
Date: 1-9-09	
Scale 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471



Note:

The purpose of this traffic control plan is to establish traffic control for Great Oaks, Section 3.

Drawn By: L. Brdecka	**Great Oaks, Section 3 Control Map and Traffic Sign Layout**
Date: 1-9-09	
Approved By: Steven L. Evans	
Date: 1-9-09	
Scale 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5B

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 2, 2009

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

RE: Canyon Village at Westheimer Lakes, Section 1 -Traffic Control Plan
Villas at Westheimer Lakes, Section 1
Canyon Fields Drive & Reese Lake Drive STD
Canyon Fields Drive STD

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced subdivisions. The public hearing date for acceptance of the plans is scheduled for 2/3/2009.

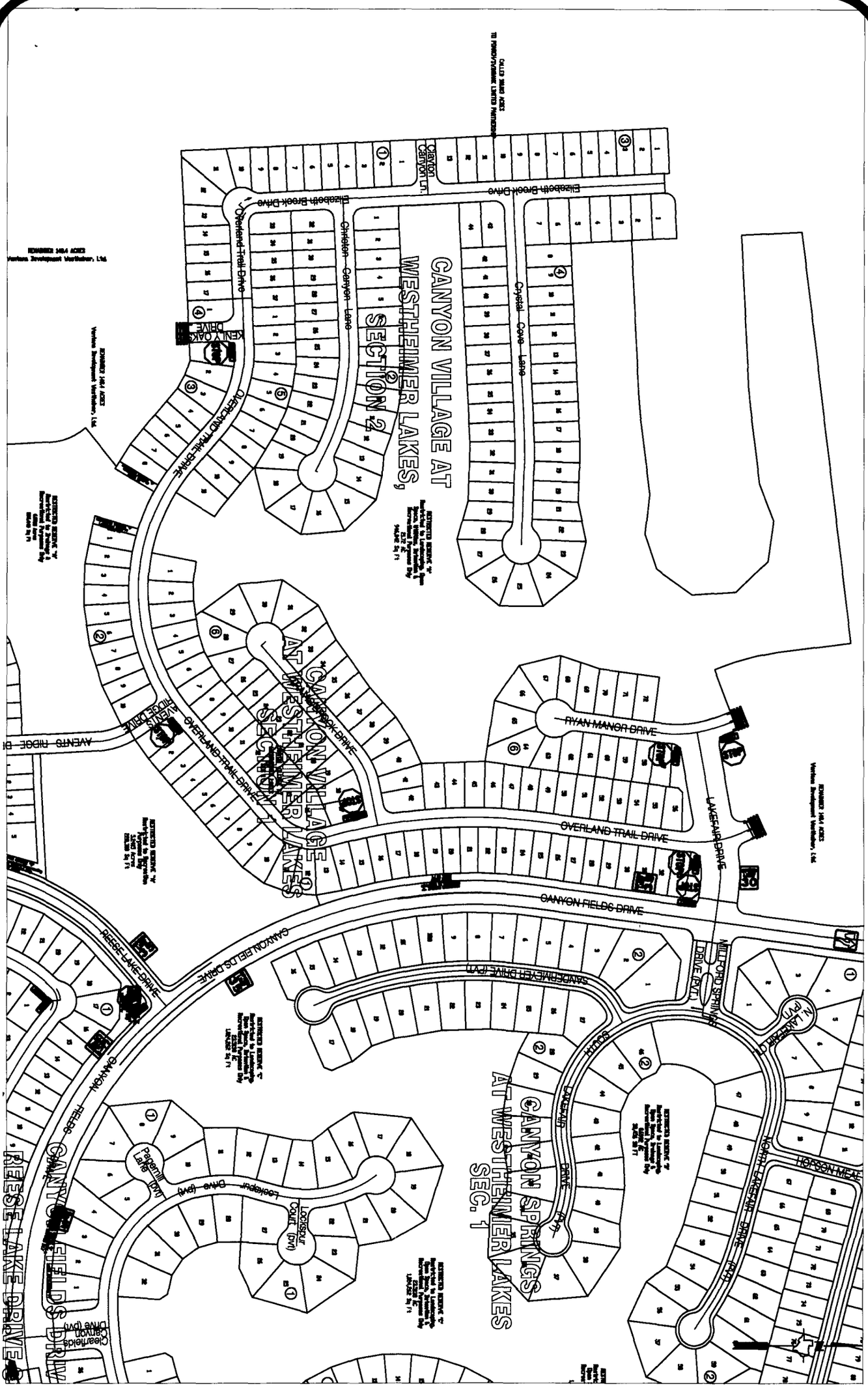
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

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



Note:

The purpose of this traffic control plan is to establish traffic control for Canyon Village at Westheimer Lakes, Section 1.

Drawn By: L. Brdecka	**Canyon Village at Westheimer Lakes, Sec. 1 Control Map and Traffic Sign Layout**
Date: 2-2-09	
Approved By: Steven L. Evans	
Date: 2-2-09	
Scale 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

Note:

The purpose of this traffic control plan is to establish traffic control for Villas at Westheimer Lakes, Section 1.

Drawn By: L. Brdecka	**Villas at Westheimer Lakes, Sec. 1 Control Map and Traffic Sign Layout**
Date: 2-2-09	
Approved By: Steven L. Evans	
Date: 2-2-09	
Scale 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

Note:
The purpose of this traffic control plan is to establish traffic control for Canyon Fields Drive and Reese Lake Drive STD. Note that the speed limit on both streets is 35 m.p.h.

Drawn By: L. Brdecka	**Canyon Fields Dr. & Reese Lake Dr. STD Control Map and Traffic Sign Layout**
Date: 2-2-09	
Approved By: Steven L. Evans	
Date: 2-2-09	
Scale **1" = 500'-0"**	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

Note:

The purpose of this traffic control plan is to establish traffic control for Canyon Fields Drive STD.

Drawn By: L. Brdecka	**Canyon Fields Dr. STD Control Map and Traffic Sign Layout**
Date: 2-2-09	
Approved By: Steven L. Evans	
Date: 2-2-09	
Scale 1" = 400'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5C

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

December 23, 2008

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

RE: Revised Traffic/Safety Study for Fort Bend ISD, Barbara Jordan Elementary School, in Twin Oaks Village Subdivision, at West Oaks Village Drive to establish "No Parking During School Hours" signs

Dear Commissioner:

Fort Bend County Engineering Department has conducted a traffic study at Barbara Jordan Elementary School. The primary purpose of this study was to investigate the need for additional traffic control devices adjacent to the Barbara Jordan Elementary School. The study determined that unsafe loading and unloading of children by parents prompted the need for "No Parking During School Hours" signs along West Oaks Village Drive east to the school boundary during school zone hours.

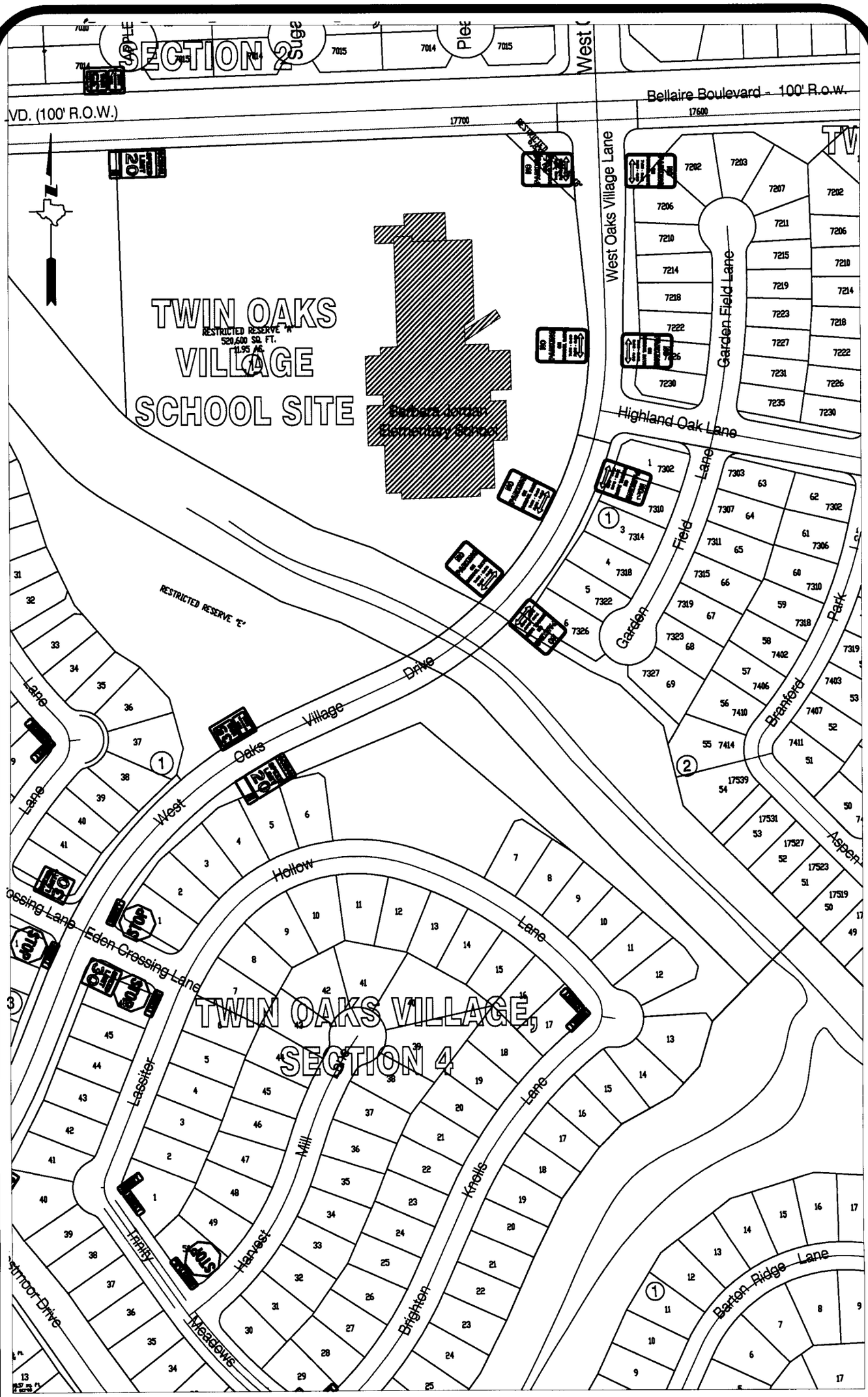
Fort Bend County Engineering has completed and recommends approval of the revised traffic control plan. The public hearing date for acceptance of the plan is being scheduled. If you should need any additional information, please contact me at 281-633-7514.

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

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


SECTION 2
Bellaire Boulevard - 100' R.O.W.
VD. (100' R.O.W.)
17700
17600
West Oaks Village Lane
Garden Field Lane
Highland Oak Lane
TWIN OAKS VILLAGE SCHOOL SITE
RESTRICTED RESERVE "A"
520,600 SQ. FT.
11.95 AC.
Barbara Jordan Elementary School
RESTRICTED RESERVE "E"
West Oaks Village Drive
Eden Crossing Lane
TWIN OAKS VILLAGE, SECTION 4
Lassiter
Mill
Harvest
Knolls
Brighton
Meadows
Barton Ridge Lane
Garden Field Park Lane
Branford
Aspen
Hollow
Lane
Drive
Village
Oaks
West
Eden Crossing Lane

AGENDA ITEM

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: January 23, 2009	SUBMITTED BY: Sheila Whiting S Whiting	AGENDA # 6A
	DEPARTMENT: 024	
COURT AGENDA DATE: February 3, 2009	PHONE NO.: 281-403-8019	

SUMMARY OF ITEM: Record into the minutes out of county travel for Constable Ruben Davis to attend the National Constables Association Conference held March 31, 2009 –April 4, 2009 in Tucson, Arizona.

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (X)

LIST SUPPORTING DOCUMENTS ATTACHED: Training Schedule.

COUNTY JUDGE
RECEIVED
JAN 26 2009

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes (X) No ( ) N/A ( )	One Time (X)	Travel/Registration/Meals
Funding Source:	Recurring ( )	
Account Unit# 100550200 Fund: 63200	N/A ( )	

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
Copies with back-up to:

(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)
(X) Purchasing Agent	(281-341-8642)	(X) Comm. Pct. 4	(281-980-9077)
(X) County Clerk	(281-341-8697)		

Instructions for submitting an Agenda Request:

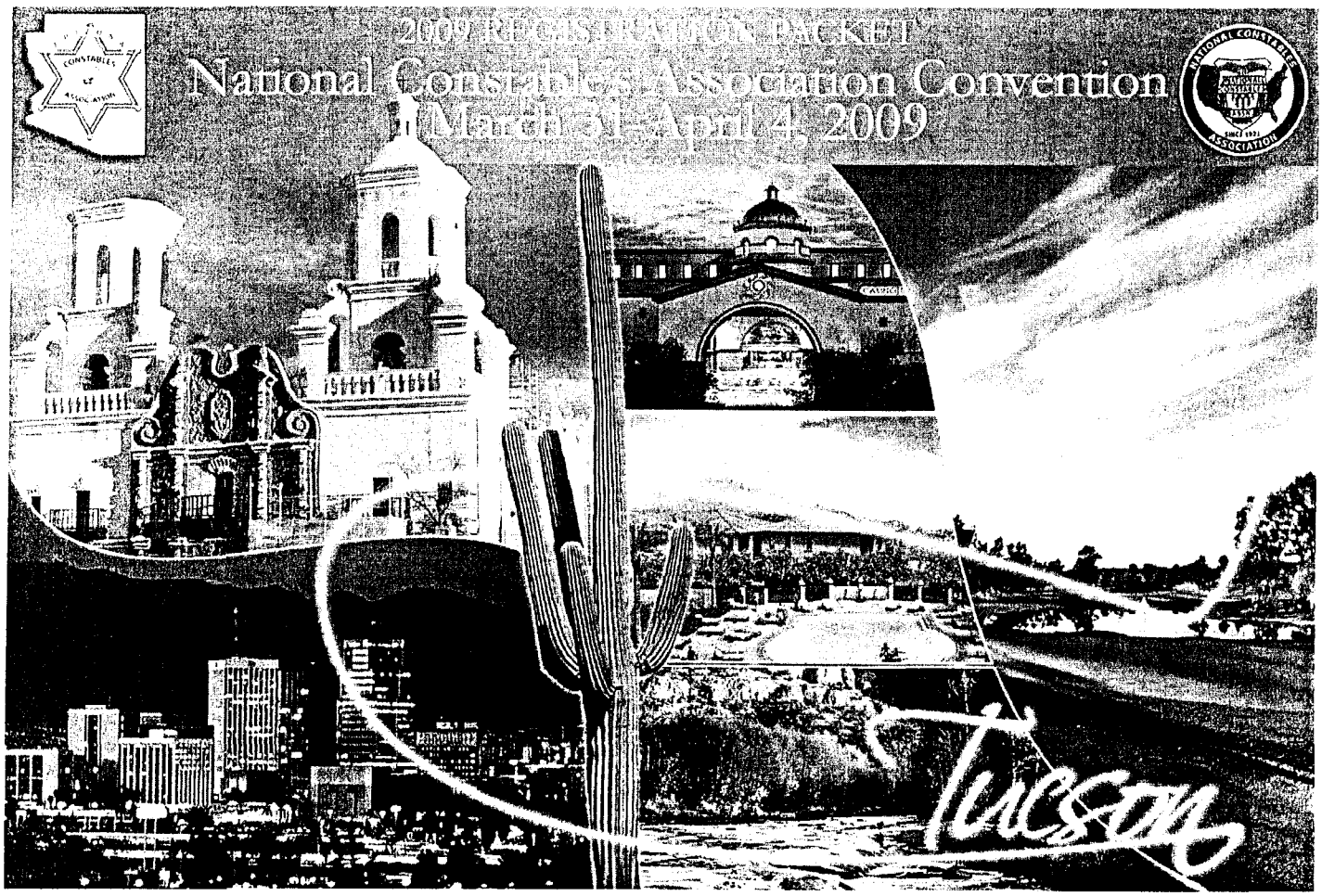
1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County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

RECOMMENDATION / ACTION REQUESTED:

Consider approving Out– of–state travel for to attend the National Constable Association Conference in Tucson, AZ . (See Dates above)

AS PER ORIGINAL

Arizona Constables's Association
National Convention Committee
32 N Stone Avenue, Suite 111
Tucson, AZ 85701



Tuesday, March 31, 2009		
12:00 PM	8:00 PM	Conference Registration
11:30 AM	6:00 PM	**NCA Golf Tournament** (Includes lunch and prizes)
3:00 PM		Hotel Check-in
6:00 PM	10:00 PM	ACA/NCA Presidents Reception
10:00 PM	12:00 AM	Hospitality Room Open

Wednesday, April 1, 2009		
7:00 AM	8:00 AM	Continental Breakfast
7:00 AM	12:00 PM	Conference Registration
8:00 AM	10:00 AM	Opening Ceremonies and Address of Welcome
10:00 AM		Conference Group Photograph
10:00 AM	12:00 PM	**Class Presentation**-Counter Terrorism (2 hours-DPS)
10:00 AM	3:00 PM	Exhibit Hall Open
12:00 PM	1:00 PM	Lunch
1:00 PM	3:00 PM	**Class Presentation**-Political Corruption (2 hours-FBI)
3:00 PM	9:00 PM	Old Tucson (Off property dinner & show. Everybody welcome)
10:00 PM	12:00 AM	Hospitality Room Open

Thursday, April 2, 2009		
8:00 AM	9:00 AM	Continental Breakfast
9:00 AM	10:00 PM	Announcements/Daily Opening
10:00 AM	12:00 PM	**Class Presentation**-Arab Culture (2 hours-DPS)
10:00 AM	5:00 PM	Exhibit Hall Open
12:00 PM	1:00 PM	Lunch
1:00 PM	5:00 PM	**Class Presentations**-Gangs (4 hours-DPS)
7:00 PM	10:00 PM	Nightly Function
10:00 PM	12:00 AM	Hospitality Room Open

Friday, April 3, 2009		
8:00 AM	9:00 AM	Continental Breakfast for Attendees and Exhibitors
9:00 AM	12:00 PM	**Class Presentation-TBA** (3 hours)
12:00 PM	1:00 PM	Lunch
1:00 PM	3:00 PM	**Class Presentations**-Immigration (2 hours-DPS)
3:00 PM	5:00 PM	**Class Presentations**-Drugs/Drug Paraphernalia (2 hours-DPS)
5:00 PM	6:30 PM	Hospitality Room Open
7:00 PM	10:00 PM	President's Banquet (Adults Only – Coat & Tie Attire)
10:00 PM	12:00 AM	Hospitality Room Open

Saturday, April 4, 2009		
9:00 AM	11:00 AM	General Membership Meeting
12:00 PM		Hotel Checkout

HP Photosmart C7200 All-in-One series

Fax Log for
FORT BEND CONSTABLE# 2
281*403*8027
Jan 23 2009 1:59PM

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
Jan 23	1:57PM	Fax Sent	8609	1:47	3	OK

Note:

Image on Fax Send Report is set to On

An image of page 1 will appear here for faxes that are sent as Scan and Fax.

LB1

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: 01/23/09

Court Date: 02/03/09

Submitted By: Ike Watkins, Jr.
Department: Comm. Pct. 2
Telephone: 281-403-8004

SUMMARY OF ITEM: **Felecia Evans-Smith to Miami, Florida, April 29–May 3, 2009, to attend the NOBCO 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)**

Renewal Agreement/Appointment: YES ☐ NO ☐

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☐

Funding Source: Fund:_____ Agency: ____ Organization:_____ Object:_____

Requires Auditor to Certify Funds: YES ☐ NO ☐

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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

Recommendation:

Special Handling: _____

6B1

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: 01/23/09

Court Date: 02/03/09

Submitted By: Ike Watkins, Jr.
Department: Comm. Pct. 2
Telephone: 281-403-8004

SUMMARY OF ITEM: **Katie L. Herrington to Miami, Florida, April 29–May 3, 2009, to attend the NOBCO 25th Annual Economic Development Conference. (Fund: Commissioner Pct. 2, Travel)**

Renewal Agreement/Appointment: YES ☐ NO ☐

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☐

Funding Source: Fund:_____ Agency: ____ Organization:_____ Object:_____

Requires Auditor to Certify Funds: YES ☐ NO ☐

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.**
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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:

Special Handling: _____

6B2

FORT BEND COUNTY
TRAVEL AUTHORIZATION

6B2

AGENDA ITEM

TO: COMMISSIONERS COURT

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

DETECTIVE RICK WHITE

DATE OF DEPARTURE: 03-22-09 22

DATE OF RETURN: 03-25-09 25

DESTINATION: FORT SMITH, ARKANSAS

PURPOSE OF TRIP: ROCIC GANG CONFERENCE

MODE OF TRANSPORTATION: COUNTY CAR (K-150)

FUNDING SOURCE: 100560/100 63200

****

DEPARTMENT HEAD APPROVAL: Milton, Wright, Sheriff
Name & Department

DATE: 1-26-09

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date_____)

WHITE COPY - [illegible] CANARY COPY - [illegible] PINK COPY - [illegible] GOLDENROD COPY - [illegible]

7A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: January 26, 2009

Court Date: February 3, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Authorize payment of annual dues in the amount of $6,118 to National Association of Counties for 2009. (Fund: Non-Departmental, Fees)

Agreement/Appointment:	YES	NO ✔
Reviewed by County Attorney's Office:	**YES**	**NO** ✔
List Supporting Documents Attached:		

FINANCIAL SUMMARY:

Budgeted Item:	**YES** ✔	**NO**
Funding Source:	**FY09 Fund: Non-departmental**	
Requires Auditor to Certify Funds:	**YES**	**NO** ✔

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

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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:

DATE: 11/17/2008

STATEMENT: 49311

NACo National Association of Counties

The Voice of America's Counties

ID: 000048157O

Fort Bend County
301 Jackson Street
Richmond, TX 77469-3108

REMITTANCE ADDRESS: ***P.O. BOX 79007***
Baltimore, MD 21279-0007
EIN# 53-0190321
Please contact NACo for questions about this charge at 202.942.4283 / Fax 202.661.8872

RECEIVED
DEC 29 2008

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	AMOUNT OWED
49311	9/25/2008	County Membership Dues 01/01/2009 - 121/31/2009 NACo Membership is a Tremendous Value! Check out NACo's web site at www.naco.org to see the many ways that NACo membership saves your county money, time and resources. Please call the Membership Department at 202/393-NACo (6226) with questions about different member benefits and programs. If you need additional information about your invoice, please contact Ilene Manster, Membership Coordinator, at 202/942-4291 or e-mail imanster@naco.org.	$6,118.00	$6,118.00
			TOTAL	$6,118.00

CURRENT	30-60 DAYS	60-90 DAYS	OVER 90 DAYS	OVER 120 DAYS

PAYMENT FROM

PLEASE RETURN WITH PAYMENT

ID: 000048157O

Fort Bend County
301 Jackson Street
Richmond, TX 77469-3108

DATE: 11/17/2008

STATEMENT: 49311

RECEIVED
DEC 24 2008
COUNTY AUDITOR

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

Lobbying

NACo members and staff vigorously lobby the Administration and Congress on all issues affecting counties and their residents. To focus the effort, priority issues are established annually by the Board of Directors. In 2007, the legislative priorities are:

- Opposing unfunded mandates and preemptions passed on to counties
- Reauthorization of the Farm Bill
- Reauthorization of the Aviation Bill
- Repeal of Withholding Tax and other Federal tax changes impacting counties
- Funding for PILT and the Secure Rural Schools Act
- Securing Health and Human Services Reforms
- Assist Counties with Methamphetamine Crisis

Conferences

NACo conferences provide a great benefit at discounted fees for members. Attendees rank highly the information they receive from expert speakers, educational sessions, workshops and the networking opportunities with colleagues. NACo has a conference to meet your specific needs whether you choose the Annual, Legislative or Western Interstate Region Conference. Other special issue meetings cover subjects like homeland security, health care and urban and rural issues.

Financial Services Center

With These Savings, NACo Membership Pays for Itself

NACo provides numerous ways for members to save money. They include:

- The U.S. Communities Government Purchasing Alliance offers counties access to nationally bid contracts that provide significant reductions in price on essential products and services. Since 1999, participating counties have saved more than $500 million.
- Innovative cost-recovery and cost-containment programs
- NACo offers numerous retirement benefit programs: Deferred Compensation (457), Defined Contribution 401 (a) and Post Employment Health Plan (PEHP)

Prescription Drug Discount Card Program

The Prescription Drug Discount Card Program provides savings for county governments and residents from skyrocketing prescription costs. Since the program began in 2004, the program has provided an average savings of more than 21 percent per prescription, and participating counties saved their residents more than $20 million. The features of the program include:

- Free to counties and participants
- No age or income restrictions
- No forms to fill out by participants
- NACo makes no money on the program

Networking with County Officials

NACo membership provides you with a unique opportunity to interact with your colleagues from across the country whether you attend a conference, participate on a Steering Committee, work together on a legislative issue or make connections through our Peer to Peer Program.

Web Site

NACo's Web site, *www.naco.org*, is packed with news, research, conference details, legislative updates, and geographical information on counties. More than 15,000 individuals visit the site daily. You can even receive e-mail alerts when new content has been added. The Members Only Section provides the Grants Clearinghouse, access to all NACo publications, a media guide, and information on lobbying Congress. Make sure you put the NACo Web page in your list of favorites.

County News

County News, the premier publication for counties, is available in print or electronically every two weeks to keep you constantly on top of the latest developments in counties around the nation and in Washington, D.C. *County News* (*www.countynews.org*) highlights model programs, concise news items on timely issues, solutions from experts, research, and even job postings to attract candidates nationally.

Technical Assistance • Training • Workshops

NACo receives approximately $2 million annu to provide technical assistance and trainin governments. These programs offer assistance homeland security, the environment and healt

Research and Education

NACo provides research information on cou that can save your staff time and money. N always available to research county issues, p with a valuable benefit. Information is available any aspect of county government.

Grants Clearinghouse

NACo's searchable Grants Clearinghouse or Web site lists federal grants available to co ments. Through the site you will learn wheth are currently funded and how to apply. Anot membership benefit is our e-mail notifica which will tell you when new grants becon Just sign up!

Join Today ... Call Andr Goldschmidt or Emily Lands Membership at 202-393-N

NACo National Association o

The Voice of America's Counties

7B, C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: January 26, 2009

Court Date: February 3, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Authorize issuing a purchase order for laptop, projector and software for County Historical Commission as part of their FY09 annual budget operating expenses and authorize appropriate transfer as outlined on form dated January 26, 2009. (Fund: Non-Departmental, various)
Authorize annual payment in the amount of $911, representing remainder of FY09 budget to County Historical Commission for committee operations. (Fund: Non-Departmental, Fees)

Agreement/Appointment:	YES	NO ✔
Reviewed by County Attorney's Office:	**YES**	**NO** ✔
List Supporting Documents Attached:		

FINANCIAL SUMMARY:

Budgeted Item:	**YES** ✔	**NO**
Funding Source:	**FY09 Fund: Non-departmental**	
Requires Auditor to Certify Funds:	**YES**	**NO** ✔

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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:

7B

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

On this the 3 day of **February** 2008/9 , the Commissioners' Court, with the following members being present:

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

AGENDA ITEM 7B

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: **Non-Departmental** Accounting Unit: **100409100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	65000	$ 2,089
	TOTAL TRANSFERRED TO:	$ -

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	63000	$ 2,089
	TOTAL TRANSFERRED FROM:	$ -

EXPLANATION: Purchase laptop, software, projector, laser pointer for Historical Commission.

Robert E. Hebert

Department Head: per Judge Hebert by Ann Werlein Date: 26-Jan-09

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

THE COUNTY OF FORT BEND

BY: Robert E. Hebert

Robert E. Hebert, County Judge

DELL

QUOTATION

QUOTE #: 470871201
Customer #: 1805735
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890
Quote Date: 1/21/09

Date: 1/21/09 12:42:34 PM **Customer Name:** FORT BEND COUNTY AUDITOR/ MIS

2,088.61

TOTAL QUOTE AMOUNT:	$2,967.73		
Product Subtotal:	$2,967.73		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	2

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $860.81	GROUP TOTAL: $860.81 ★
Base Unit:		Vostro 2510, Intel Core 2 Duo T5670, 1.8GHz, 800MHz FSB, 2M L2 Cache (224-0921)	
Processor:		15.4 Inch Widescreen WUXGA display with TrueLife LCD for Vostro 1510 (320-6440)	
Memory:		3GB, DDR2, 667MHz 2 DIMM (311-8552)	
Video Card:		256MB NVIDIA GeForce 8400M GS Graphics (320-7146)	
Hard Drive:		250GB 7200RPM SATA Hard Drive with Free Fall Sensor FJTSU-A160,Vostro (341-7111)	
Hard Drive Controller:		No UPEK Fingerprint Reader (311-8593)	
Operating System:		WINDOWS XP PRO SP3 with Windows Vista Business LicenseEnglish,Notebook,Vostro (420-9537)	
Operating System:		Google Small Biz Home Page Internet Portal (420-7291)	
Operating System:		Dell Icon Consolidation (420-7293)	
Operating System:		Dell Support Center 2.0 for Dell Vostro (420-7658)	
Operating System:		Dell Resource DVD, Vostro 2510 (313-7106)	
Operating System:		CyberLink PowerDVD 8.0 DVD Playback (313-6183)	
Operating System:		Vista Premium Downgrade Notebooks (420-8397)	
Modem:		No Modem is required (313-6194)	
TBU:		Adobe Reader 9.0 Multi Language,for Dell Vostro Notebooks and Desktops (410-1858)	
CD-ROM or DVD-ROM Drive:		Roxio Creator Dell Edition 9.0for Dell Vostro (313-6191)	
CD-ROM or DVD-ROM Drive:		8X DVD+/-RW with double-layer DVD+/-R write capability, withRoxio (313-6192)	
Sound Card:		Integrated High Definition Audio 2.0 (313-4783)	
Processor Cable:		Dell Wireless 1395 802.11g Mini Card (430-3231)	
Documentation Diskette:		Integrated 1.3 Mega Pixel Webcam and Digital Microphone (313-6185)	
Documentation Diskette:		Web cam Software (420-8439)	
Bundled Software:		Microsoft Works 9.0, English for Dell Vostro Desktops and Notebooks (420-8046)	
Controller Option:		No Personalization LCD Back (313-8920)	
Factory Installed Software:		McAfee 30-day Security Subscription Vostro (410-1150)	
Feature		6-cell Lithium Ion Primary Battery, for Vostro 1510 (312-0685)	
Service:		Basic Support: Next Business Day Parts and Labor Onsite Response 1 Year Extended (984-6121)	
Service:		Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (991-7328)	
Service:		Warranty Support,Initial Year (983-3920)	
Service:		Warranty Support,1 Year Extended (980-7821)	

Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (991-7337)
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (990-1750)
Installation:	Standard On-Site Installation Declined (900-9997)
Service One:	Standard On-Site Installation Declined (900-9997)
	Intel Core 2 Duo Processor (310-8319)

GROUP: 2	QUANTITY: 1	SYSTEM PRICE: $935.66	GROUP TOTAL: $935.66

Base Unit:	Dell 2400MP DLP Projector (222-1451)
Service:	Type 11 Contract-Projector Ad vance Exchange 1Yr Limited Warranty. Lamp Limited Warranty is 90Days from original in (970-1820)
Service:	Type 11 Contract - Projector Advance Exchange 2 Year LimitedWarranty Coverage. (970-0112)
Service:	Dell Hardware Warranty, Initial Year (985-1517)
Service:	Dell Hardware Warranty, Extended Year(s) (985-1528)

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
V450 NANO Cordless Laser Mouse - Ruby Red - Designed for Dell (A1623623)	1	$42.23	$42.23
~~Optoma EW1610 Projector (A2462758)~~	1	$879.12	~~$879.12~~
WORDPERFECT OFFICE X4 STANDARD EN (A1705080)	1	$249.91	$249.91

Number of S & A Items: 3	S&A Total Amount: $1,171.26

COMMENTS

VOSTRO SMB PROMO

SALES REP:	Jennifer Shear	PHONE:	1-888-977-3355
Email Address:	Jennifer_Shear@dell.com	Phone Ext:	7247974

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at http://www.dell.com/qto.

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change. Taxes reflected on quotes are estimates and may vary from tax shown at invoicing based on the actual ship to address.

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 1-888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com.*

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Dell has a 30 day return policy for new products purchased directly from Dell. Dell's Total Satisfaction Return Policy may be found at http://www.dell.com/us/en/hied/misc/policy_010_policy.htm.

Shipments to California: For certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More info: Refer to URL www.dell.com/environmentalfee.

AGENDA ITEM 7D

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:	01/29/2009	**Submitted By:** Mary Reveles **Department:** County Judge
Court Agenda Date:	02/03/2009 Consent	**Phone Number:** 341-4554

SUMMARY OF ITEM:

Consent:

Take all appropriate action on renewal of Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County, Texas.

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

List Supporting Documents Attached: Proposed guidelines – no changes from prior years

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

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☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Tax Office		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN FORT BEND COUNTY, TEXAS

WHEREAS, taxing entities in the State of Texas are authorized to provide tax abatements for historic preservation and economic development, pursuant to Chapter 312 of the Property Tax Code;

WHEREAS, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and,

WHEREAS, Fort Bend County (hereinafter referred to as "County") must compete with other localities across the region and the nation currently offering tax inducements to attract new industry, expand existing industry and develop new tax base; and,

WHEREAS, any tax incentives offered by the County would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and,

WHEREAS, any tax incentives should not adversely affect the competitive position of existing companies operating in the County; and,

WHEREAS, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and,

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said guidelines and criteria to be unchanged for a two-year period unless amended by a three-quarters vote; and,

WHEREAS, these guidelines and criteria shall not be construed as implying or suggesting that the County is under an obligation to provide tax abatement or other incentive to any applicant, and all applicants shall be considered on a case-by-case basis;

NOW, THEREFORE BE IT RESOLVED, that the County does hereby adopt these guidelines and criteria for granting tax abatements in reinvestment zones in Fort Bend County, Texas, and to provide consistency in the application and review process.

I.
DEFINITIONS

(A) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property and/or Tangible Personal Property in a reinvestment zone designated by the County for economic development purposes.

(B) **"Agreement"** means a contractual agreement between a property owner and / or Lessee and the County.

(C) **"Base Year Value"** means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements and Tangible Personal Property made after January 1 but before the execution of the Agreement.

(D) **"Deferred Maintenance"** means improvements necessary for continued operation which do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(E) **"Eligible Property"** Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Texas Tax Code including fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(F) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment or payroll for purposes of increasing production or regional capacity.

(G) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(H) **"Hotel"** means a commercial structure which provides overnight accommodations to travelers and which contains 150 rooms or more.

(I) **"Ineligible Property"** The following types of property shall be fully taxable and ineligible for tax abatement: land, existing improvements, tangible personal property that the Fort Bend Central Appraisal District classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for

residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.

(J) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.

(K) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.

(L) **"Office Building"** means a new office building addition to existing office buildings or built out of unoccupied space within existing buildings.

(M) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

(N) **"Real Property"** means: land or an improvement or other property classified as such under state law.

(O) **"Reinvestment Zone"** means a geographic area of the County which meets the criteria of §312.202 of the Property Tax Code.

(P) **"Tangible Personal Property"** means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the County.

II.
ABATEMENT AUTHORIZED

(A) **"Submission"** Upon submission of an Economic Impact Statement signed by the company and certified by the Greater Fort Bend Economic Development Council, eligible property shall be considered for tax abatement as hereinafter provided.

(B) **"Creation of New Value"** Abatement may only be granted for the additional value of eligible improvements made subsequent to and specified in an abatement agreement

between the County and the property owner or lessee, subject to such limitations as the County may require.

(C) **"New and Existing Facilities"** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(F) **"Economic Qualifications"** In order to be eligible for designation as a reinvestment zone and receive tax abatement the planned improvement:

1. Must be expected to have an increased appraised ad valorem tax value of at least $1,000,000 based upon the Fort Bend Central Appraisal District's assessment of the eligible property; and
2. Must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County.
3. Must not have the effect of transferring employment from one part of the County to another, unless there is a substantial threat of economic loss to the County.

(G) **"Standards for Tax Abatement"** The following factors, among others, may be considered in determining whether to grant tax abatement; and, if so, the percentage of value to be abated and duration of the tax abatement:

1. Value of land and existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number and type of new jobs to be created by proposed improvements;
6. Amount of local payroll to be created;
7. Whether persons residing, or projected to reside, within affected taxing jurisdictions will have the opportunity to fill the new jobs being created;
8. Amount of local taxes to be generated directly;
9. Amount that property tax base valuation will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than the economic qualifier stipulated in Section II(F)(1);
10. The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
11. The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the

abatement period; and (d) the value after expiration of the abatement period;

12. The population growth of the County that occurs directly as a result of new improvements;
13. The types and values of public improvements, if any, to be made by applicant seeking abatement;
14. Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
15. The impact on the business opportunities of existing businesses;
16. The attraction of the other new businesses to the area as a result of the project;
17. The overall compatibility with the zoning ordinances and comprehensive plan for the area;
18. Whether the project is environmentally compatible with no negative impact on quality of life perceptions;
19. Whether the company has agreed to participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of any abatement granted by Fort Bend County.

Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(H) **"Denial of Abatement"** Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

1. There would be a substantial adverse affect on the provision of government service or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety, health or morals;
4. Violation of other codes or laws;
5. The application was filed after the commencement of construction, alteration, or installation of improvements related to the project; or
6. Any other reason deemed appropriate by the County.

(I) **"Taxability"** From the execution of the abatement to the end of the Agreement period, taxes shall be payable as follows:

1. The value of ineligible property as provided in Section I(I) shall be fully taxable; and

2. The base year value of existing eligible property as determined each year shall be fully taxable. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

III.
APPLICATION

(A) Any present or potential owner of taxable property in the County may request the creation of a reinvestment zone and tax abatement by filing a written request with the Greater Fort Bend Economic Development Council for review and recommendation to the County for action on the application.

(B) The application shall consist of a completed application form which shall provide detailed information on the items described in Section II(G) hereof; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

(C) Prior to the adoption of an ordinance designating a reinvestment zone, the County shall give notice and hold a public hearing as provided by the Section 312.201 of the Tax Code. Before acting upon the application, through public hearing, the County shall afford the applicant, the public, and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(D) The County shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, installation or improvements related to a proposed modernization, expansion or new facility.

(E) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax

abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential.

IV.
AGREEMENT

(A) Not later than the 7th day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(B) After approval, the County shall formally execute an Agreement with the owner of the facility and lessee as required, which shall include:

1. Estimated value to be abated and the base year value;
2. Percent of value to be abated each year as provided in Section II(F);
3. The commencement date and the termination date of abatement;
4. The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section III(B);
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections II, V, VI and VII; and
6. Size of investment and number of jobs involved in the project.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

V.
RECAPTURE

(A) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and /or contest; or (2) violates any of the terms and conditions of the abatement agreement; or (3) vacates any of the improvements subject to the agreement before the term of the abatement; and fails to cure during the cure period, the agreement

then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(B) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

VI.
ADMINISTRATION

(A) The Chief Appraiser of the Fort Bend Central Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. The market value will be determined before the appraisal roll is certified for each year. Each year, the company or individual receiving the abatement will render their property as set out by the guidelines of the State Property Tax Code to the Chief Appraiser of the Fort Bend Central Appraisal District, and will furnish all other information as may be necessary for the abatement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(B) Each year, the company or individual receiving the abatement will inform the county by September 1st that the agreements have been met, and that they qualify for the abatement.

(C) The abatement agreement shall stipulate that the employees and/or designated representatives of the County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

(D) Upon completion of construction, the designated representative of the County shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(E) The County shall timely file with the Texas Department of Commerce and the State Property Tax Board all information required by the Tax Code.

VII.
ASSIGNMENT

The abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of the new contractual agreement with the County.

No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

VIII.
SUNSET PROVISION

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

IX.
PUBLIC HEARINGS AND APPROVAL

(A) The Commissioners Court may not approve an order designating a reinvestment zone until it has held a public hearing at which interested parties are entitled to speak and present evidence for or against its designation. Notice of the hearing shall be published in a general circulation publication at least 7 days prior to the hearing.

(B) Prior to entering into a tax abatement agreement, the Commissioners Court may, at its option, hold a public meeting at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement agreement.

X.
DISCRETION OF THE COUNTY

The adoption of these guidelines and criteria by the County does not:

1. Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
2. Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
3. Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.
4. Limit the ability to deviate from these guidelines and criteria for good cause.

FORT BEND COUNTY FY 2009 AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM 8

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

Date Submitted:	1/27/09	Submitted By:	Rose Askew
		Department:	Commissioner Pct. 1
Court Agenda Date:	2/3/09	Phone Number:	281.344.9400

SUMMARY OF ITEM:

Take all appropriate action to reappoint Cecilia Banse and Pam Henry to the Fort Bend County Emergency Services District No. 3 Board of Commissioners 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 ☐

COUNTY JUDGE RECEIVED JAN 28 2009

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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- 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):

9

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
Submitted By: Mandi Bronsell
Department: Commissioner Pct. 3
Court Agenda Date: February 3, 2009
Phone Number: 281-494-9076

SUMMARY OF ITEM:
Discuss and consider taking action to reappoint John Godbee to the Fort Bend Emergency Services District No. 5 for a 2 year term.

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

List Supporting Documents Attached: *Letter from ESD No. 5*

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):

AS PER ORIGINAL

Emergency Services
District 5

14007 Old Richmond Road
Sugar Land, Texas 77478

January 2, 2009

JAN - 7 2009

County Judge
Robert E. Hebert
301 Jackson Street
Suite 719
Richmond, Texas 77469

CC: Andy Meyers, Commissioner of Precinct 3
CC: James Patterson, Commissioner of Precinct 4

Dear Sir:

First, on behalf of the Commissioner's of ESD 5, I pray you had a great Christmas and will have a happy and prosperous new year.

This letter is to inform you the terms of two ESD 5 Commissioners have expired. Both of them want to serve a new term. They have done a great job serving the Emergency Services District 5 and Fort Bend County.

Please consider appointing them to a new term.

The two commissioners are John Godbee and John Mukuro. Below are the current terms of all the commissioners.

James H. White	Term of Office: 1/1/2008 – 12/31/2009	Current	
Emie Carter	Term of Office: 1/1/2008 – 12/31/2009	Current	
John Godbee	Term of Office: 1/1/2008 – 12/31/2008	Expired	832 573 9020
John Mukuro	Term of Office: 1/1/2008 – 12/31/2008	Expired	832 283 4076
Bon Bono	Term of Office: 1/1/2008 – 12/31/2009	Current	

Sincerely,

James H. White
President
281 879 6318 or 832 248 8648

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 26, 2009	**Submitted By: Danielle Garrison**
	Department: Commissioner Patterson PCT 4
Court Agenda Date: February 3, 2009	**Phone Number: 281.980.2235**

SUMMARY OF ITEM: Discuss and consider taking action to reappoint John Mukuro to the Fort Bend Emergency Services District No. 5 for a 2 year term. The term will be effective through 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):

AS PER ORIGINAL

Emergency Services
District 5

14007 Old Richmond Road
Sugar Land, Texas 77478

January 2, 2009

JAN - 7 2009

County Judge
Robert E. Hebert
301 Jackson Street
Suite 719
Richmond, Texas 77469

CC: Andy Meyers, Commissioner of Precinct 3
CC: James Patterson, Commissioner of Precinct 4

Dear Sir:

First, on behalf of the Commissioner's of ESD 5, I pray you had a great Christmas and will have a happy and prosperous new year.

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Please consider appointing them to a new term.

The two commissioners are John Godbee and John Mukuro. Below are the current terms of all the commissioners.

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Emie Carter	Term of Office: 1/1/2008 – 12/31/2009	Current	
John Godbee	Term of Office: 1/1/2008 – 12/31/2008	Expired	832 573 9020
John Mukuro	Term of Office: 1/1/2008 – 12/31/2008	Expired	832 283 4076
Bon Bono	Term of Office: 1/1/2008 – 12/31/2009	Current	

Sincerely,

James H. White
President
281 879 6318 or 832 248 8648

11 A

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

On this the 3 day of **February** 2008/9 , the Commissioners' Court, with the following members being present:

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

AGENDA ITEM
11 A

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: **Courthouse Security** Accounting Unit: **295400102**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	65000	$ 301
	TOTAL TRANSFERRED TO:	$ **301**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	63000	$ 301
	TOTAL TRANSFERRED FROM:	$ **301**

EXPLANATION: To purchase one additional liscense for access system.

Department Head: per Judge Hebert by Ann Werlein Date: 27-Jan-09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

11B

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

On this the ~~27~~ 3 day of ~~January~~ Feb. 2008/9 , the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-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: **Parks** Accounting Unit: **100660100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	65000	$ 500
	TOTAL TRANSFERRED TO:	**$ 500**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	63000	$ 500
	TOTAL TRANSFERRED FROM:	**$ 500** ✓ - Jan

EXPLANATION: Move funds for IT work at the Four Corners community center.

Department Head: Michel E. Davis Date: Jan 14,2009

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

THE COUNTY OF FORT BEND

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

PK

Form BO1
Revised 10/2005

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: 1/27/09	**Submitted By: Dianne Wilson**
	Department: County Clerk
Court Agenda Date: 2/3/09	**Phone Number: X8686**

SUMMARY OF ITEM: Enter into the Minutes – Dianne Wilson, County Clerk received Certificate of Completion from the 37th Annual Continuing Education Seminar from the County & District Clerks' Association of Texas held January 2009

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO x

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

CERTIFICATE OF COMPLETION

AWARDED TO

DIANNE WILSON, PH.D

For completing the required 20 Hours of Continuing Education for 2008 as prescribed in Section 51.605 of the Texas Government Code

In witness therefor, recognition is hereby made this January, 2009

Karen McQueen

Karen McQueen, President

Cathy Stuart

Cathy Stuart, Vice President

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AGENDA ITEM
13

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: 1/30/2009	**Submitted By:**
	Department: District Clerk
Court Agenda Date: 2/3/2009	**Phone Number:** 281-341-4515

SUMMARY OF ITEM:
Record into Minutes the Certificate of Completion awarded to Annie Rebecca Elliott by the County & District Clerks' Association of Texas for Continuing Education.

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

List Supporting Documents Attached: *Copy of Certificate*

FINANCIAL SUMMARY: N/A

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Jan 29 2009 10:36 P.01

CO JUDGE BOB HEBERT Fax:2813418609 Jan 29 2009 10:36 P.02

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

CERTIFICATE OF COMPLETION

AWARDED TO

ANITA REBECCA ELLIOTT

For completing the required 20 Hours of Continuing Education for 2008 as prescribed in Section 51.605 of the Texas Government Code

In witness therefor, recognition is hereby made this January, 2009

Karen McQueen

Karen McQueen, President

Cathy Stuart

Cathy Stuart, Vice President

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AS PER ORIGINAL

14 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: 01/28/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 02/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. ~~1108388~~ (Pay Estimate No. 9) in the amount of $5,155.00 to Klotz Associates regarding the expansion of Harlem Road (SH99 to Beechnut), Mobility Bond Project #727, Precincts 3&4. (Fund: Mobility Bonds) Lawson P.O.#13291

120803D

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):

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Mr. Jesse Hegemier, PE
Fort Bend County Engineer
Fort Bend County
1124 Blume Road
Rosenberg, TX 77471

Date: December 22, 2008
Project No: 0262.015.000
Invoice No: 1208030

INVOICE

For Professional Services rendered from November 16, 2008 to December 15, 2008 in connection with:

Fort Bend County Harlem Road - SH 99 To Beechnut FBC Project No. 727
Work Authorization No.1 & 2 Alignment Study & Report FBC PO No. 13291

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Lump Sum Fee	$168,300.00	100.00	$168,300.00	$163,145.00	$5,155.00
	$168,300.00		$168,300.00	$163,145.00	$5,155.00

Total Due this Invoice **$5,155.00**

AS PER ORIGINAL

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

December 22, 2008

Mr. Mark Dessens PE
Project Manager
Schaumburg & Polk, Inc.
11767 Katy Freeway
Suite 900
Houston, TX 77079

RE: FBC Harlem Road Alignment Study
FBC Project No. 727 PO# 13291

Dear Mr. Dessens,

Attached please find our invoice number 1208030

This invoice is for the period through 12/15/2008.

The total amount for this invoice is $5,155.00 bringing the overall project to 100%

Please approve and send to Fort Bend County for final approval and payment.

If you have any questions, or require further information, please do not hesitate to call me at 281-589-7257.

Sincerely,

W Edward Conger

Edward Conger PE
Sr. Project Manager

attachments

AS PER ORIGINAL

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Monthly Progress Report

For Period through December 15, 2008

Fort Bend County Mobility Program

Project: Harlem Road - from SH 99 to Beechnut
FBC Project No. 727
PO# 13291
Work Authorizations No. 1 & 2
Date: December 19, 2008

Progress Report No.: 9

Klotz Associates Project No.: 0262.015.000

Prepared By: W. Edward Conger, P.E.

Description of Project:
Work Authorization No. 1 - Alignment Study and Report for Harlem Road from SH 99 to Beechnut.
Work Authorization No. 2 – Additional Survey for 2 ROW Parcels for Harlem at Madden (W. Bellfort)

Status, previous meetings, and /or deliverables; reasons for delays; problems, issues, etc.:

1. Fort Bend Co. Commissioners' Court Approval of Contract on 02-12-08.
2. Work Authorization No. 1 executed by FBC Engineering on 04-10-08 with NTP 04-14-08.
3. Presentation to Commissioners Court delayed due to additional ROW requirements from Ft. Bend Co. (WA#2).
4. Work Authorization No. 2 executed by FBC Engineering on 08-19-08 with NTP 08-19-08.
5. Surveyor completed survey for additional ROW parcels.
6. Project presentation to Commissioners Court on 12-09-08.
7. Final Alignment Study and Report submitted to SPI on 12-16-08.

Percent complete of budget and of authorized scope of work for Design Services:

	Contract Amount	% Complete	Previous Invoice	Current invoice
Contract WA #1	$ 157,300.00	100.00%	$ 152,145.00	$ **5,155.00**
Contract WA #2	$ 11,000.00	100.00%	$ 11,000.00	$ -
Total this Contract	$ 168,300.00		$ 163,145.00	$ **5,155.00**

Action required from Project Manager / Fort Bend County:

1. Additional scope and WA for remaining budget in contract.

Overall schedule/milestones, upcoming meeting dates, upcoming deadlines, etc.:
Authorized project scope complete.

30 day plan:

1. Authorized project scope complete.

Earned Value Summary No 9 - Through December 16, 2008

PROJECT NAME: Fort Bend County - Harlem Road - SH 99 to Beechnut
FBC PROJECT NUMBER: 727 PO No: 13291

Consultant: KLOTZ ASSOCIATES, INC.
KAI Project No: 0262.015.000

Work Authorization No. 1

TASK DESCRIPTION	KAI Budget Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Project Management					
SubTotal Project Management	$13,537.52	100.00%	$13,537.52	$13,266.77	$270.75
Draft Study & Report					
SubTotal Draft Study & Report	$76,540.90	100.00%	$76,540.90	$76,540.90	$0.00
Commissioners Court Presentation					
SubTotal Commissioner's Court Presentation	$5,784.98	100.00%	$5,784.98	$4,338.74	$1,446.25
Final Study & Report					
SubTotal Final Study & Report	$4,668.96	100.00%	$4,668.96	$2,101.03	$2,567.93
BASIC SERVICES - Direct Expenses	$1,967.64	100.00%	$1,967.64	$1,113.00	$854.64
SUBTOTAL BASIC SERVICES - Klotz Associates	$102,500.00	100.00%	$102,500.00	$97,360.44	$5,139.56
SUBCONSULTANT SERVICES - SURVEY Weisser Engineering Co.					
TOTAL SUBCONSULTANT SERVICES	$54,800.00	100.00%	$54,800.00	$54,800.00	$0.00
SUBTOTAL - BASIC SERVICES -Klotz Assoc.	$102,500.00	100.00%	$102,500.00	$97,360.44	$5,139.56
SUBTOTAL - SUBCONSULTANT SERVICES	$54,800.00	100.00%	$54,800.00	$54,800.00	$0.00
TOTAL Fees Earned WA#1	$157,300.00	100.00%	$157,300.00	$152,160.44	$5,139.56
TOTAL Fees Billed WA#1	$157,300.00	100.00%	$157,300.00	$152,145.00	$5,155.00

Work Authorization No. 2

TASK DESCRIPTION	KAI Budget Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
SUBCONSULTANT SERVICES - SURVEY Weisser Engineering Co.					
TOTAL SUBCONSULTANT SERVICES	$11,000.00	100.00%	$11,000.00	$0.00	$11,000.00
TOTAL Fees Earned WA#2	$11,000.00	100.00%	$11,000.00	$0.00	$11,000.00
TOTAL Fees Billed WA#2	$11,000.00	100.00%	$11,000.00	$0.00	$11,000.00

Total for This Contract (WA 1 + WA 2)

TASK DESCRIPTION	Total KAI Budget Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
TOTAL Fees Earned	$168,300.00	100.00%	$168,300.00	$163,160.44	$5,139.56
TOTAL Fees Billed	$168,300.00	100.00%	$168,300.00	$163,145.00	**$5,155.00**

14B

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: 01/28/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 02/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 10(Pay Estimate No.10) in the amount of $51,979.97 to Cobb-Fendley & Associates, Inc. regarding the expansion of Greenbusch Road, Mobility Bond Project #732, Precinct 3. (Fund: Mobility Bonds) Lawson P.O.#12047

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):

CobbFendley

Cobb, Fendley & Associates, Inc.
Greenbusch/Westheimer Parkway: IH 10 To SH 99
Fort Bend County
Project 732/P.O. # 12047
Invoice six for Work Authorization #2
Invoice Period: November 1, 2008 To November 30, 2008

Task WA # 2

01 PS&E Development	$	3,577.54
02 Drainage Development	$	1,070.33
03 Detail Development	$	878.16
04 Quantities/Estimate	$	832.03
05 Cross Sections	$	158.27
06 Agency Coordination	$	1,840.45
07 Project Management	$	3,889.70
08 Expenses	$	146.30
09 Project Management – TEDSI	$	4,307.80
10 TCP/SWPPP – TEDSI	$	4,318.37
11 Signals – TEDSI	$	4,567.41
12 Details/Quan./Est. – TEDSI	$	4,129.55
13 Specifications – TEDSI	$	1,708.94
14 QA/QC – TEDSI	$	7,486.85
15 General Notes – TEDSI	$	1,296.91
16 Signing/Pave. Mark. – TEDSI	$	3,054.06
17 Project Manual – TEDSI	$	8,293.55
18 Expenses – TEDSI	$	423.75

SUBTOTAL $ 51,979.97

TOTAL INVOICE AMOUNT DUE $ 51,979.97

OK DGH

This invoice is true and unpaid.

By: Floyd O. Seay

Remit to: 13430 Northwest Freeway
Suite 1100
Houston, TX 77040
Attention: Accounting

Fed EIN: 17460019692061

December 22, 2008

GREENBUSCH/WESTHEIMER PARKWAY: IH - 10 to SH 99
Project 732/P.O. # 12047
WORK AUTHORIZATION #2
COBB, FENDLEY & ASSOCIATES, INC
INVOICE FOR THE PERIOD NOVEMBER 1, 2008 THROUGH NOVEMBER 30, 2008
INVOICE NUMBER 6

	COBB FENDLEY & ASSOCIATES, INC				TEDSI INFRASTRUCTURE				TOTAL			
TASK DESCRIPTION	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED	TASK VALUE	% COMPLETE PRIOR	% COMPLETE CURRENT	AMOUNT EARNED
ALTERNATIVES ANALYSIS												
PS&E DEVELOPMENT	71,550.66	90.00%	95.00%	67,973.13	0.00	0.00%	0.00%	0.00	71,550.66	90.00%	95.00%	67,973.13
DRAINAGE DEVELOPMENT	21,406.69	90.00%	95.00%	20,336.35	0.00	0.00%	0.00%	0.00	21,406.69	90.00%	95.00%	20,336.35
DETAIL DEVELOPMENT	17,563.33	90.00%	95.00%	16,685.16	0.00	0.00%	0.00%	0.00	17,563.33	90.00%	95.00%	16,685.16
QUANTITIES/ESTIMATES	16,640.64	90.00%	95.00%	15,808.61	0.00	0.00%	0.00%	0.00	16,640.64	90.00%	95.00%	15,808.61
CROSS SECTIONS	3,165.26	90.00%	95.00%	3,007.00	0.00	0.00%	0.00%	0.00	3,165.26	90.00%	95.00%	3,007.00
AGENCY COORDINATION	6,134.81	30.00%	60.00%	3,680.89	0.00	0.00%	0.00%	0.00	6,134.81	30.00%	60.00%	3,680.89
PROJECT MANAGEMENT	19,448.48	75.00%	95.00%	18,476.06	0.00	0.00%	0.00%	0.00	19,448.48	75.00%	95.00%	18,476.06
EXPENSES	2,926.00	90.00%	95.00%	2,779.70	0.00	0.00%	0.00%	0.00	2,926.00	90.00%	95.00%	2,779.70
PROJECT MANAGEMENT -TEDSI	0.00	0.00%	0.00%	0.00	17,231.19	65.00%	90.00%	15,508.07	17,231.19	65.00%	90.00%	15,508.07
TCP/SWPPP - TEDSI	0.00	0.00%	0.00%	0.00	17,273.45	65.00%	90.00%	15,546.11	17,273.45	65.00%	90.00%	15,546.11
SIGNALS - TEDSI	0.00	0.00%	0.00%	0.00	18,269.67	65.00%	90.00%	16,442.70	18,269.67	65.00%	90.00%	16,442.70
DETAILS/QUANTITIES/ESTIMATES	0.00	0.00%	0.00%	0.00	11,798.70	55.00%	90.00%	10,618.83	11,798.70	55.00%	90.00%	10,618.83
SPECIFICATIONS	0.00	0.00%	0.00%	0.00	4,272.35	50.00%	90.00%	3,845.12	4,272.35	50.00%	90.00%	3,845.12
QA/QC	0.00	0.00%	0.00%	0.00	18,717.14	50.00%	90.00%	16,845.42	18,717.14	50.00%	90.00%	16,845.42
GENERAL NOTES	0.00	0.00%	0.00%	0.00	3,242.28	50.00%	90.00%	2,918.05	3,242.28	50.00%	90.00%	2,918.05
SIGING/PAVEMENT MARKINGS	0.00	0.00%	0.00%	0.00	12,216.24	65.00%	90.00%	10,994.62	12,216.24	65.00%	90.00%	10,994.62
PROJECT MANAUAL	0.00	0.00%	0.00%	0.00	9,215.05	0.00%	90.00%	8,293.55	9,215.05	0.00%	90.00%	8,293.55
EXPENSES - TEDSI	0.00	0.00%	0.00%	0.00	1695.00	65.00%	90.00%	1,525.50	1,695.00	65.00%	90.00%	1,525.50
PROJECT TOTAL	**158,835.87**	**74.85%**	**93.65%**	**148,746.90**	**113,931.07**	**49.51%**	**90.00%**	**102,537.97**	**272,767**	**64.26%**	**92.12%**	**251,284.87**
LESS PREVIOUSLY INVOICED												199,304.90
AMOUNT DUE THIS INVOICE												51,979.97

Progress Report # 6
Cobb, Fendley & Associates, Inc.

Greenbusch/Westheimer Parkway: IH 10 To SH 99
Fort Bend County
Project 732
Work Authorization #2
Services from November 1, 2008 To November 30, 2008

TASK 1 – PS&E Development

1. Items Worked on during invoice period
   - Continued to develop Plan & Profile Sheets
   - Continued to develop General Notes Sheet.
   - Continued to develop Control Layout Sheets.
   - Continued to develop Typical Sections.
2. Planned / Upcoming Work:
   - Submit 100% plans to SPI.
3. Difficulties / Delays
   - None
4. Action needed
   - Utility Coordination

TASK 2 – Drainage Development

1. Items Worked on during invoice period
   - Continued to develop Drainage Area Map and Plans.
2. Planned / Upcoming Work:
   - Storm sewer plan development.
3. Difficulties / Delays
   - None.
4. Action needed
   - None

TASK 3 – Detail Development

1. Items Worked on during invoice period
   - Continued to develop details.
2. Planned / Upcoming Work:
   - Develop other Details.
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing

TASK 4 – Quantities/Estimates

1. Items Worked on during invoice period
   - Developed Quantities and Estimates.
2. Planned / Upcoming Work:
   - Refine quantities and estimates.
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing

TASK 5 – Cross Sections

1. Items Worked on during invoice period
   - Continued to develop Cross Sections.
2. Planned / Upcoming Work:
   - Complete Cross Sections
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing.

TASK 6 – Agency Coordination

1. Items Worked on during invoice period
   - Attended Meeting with Fort Bend County.
2. Planned / Upcoming Work:
   - Coordinate with utility consultant
3. Difficulties / Delays
   - None.
4. Action needed
   - Need utilities located to complete plans.

TASK 7 – Project Management

1. Items Worked on during invoice period
   - General Project Management.
2. Planned / Upcoming Work:
   - Project Management.
3. Difficulties / Delays
   - None
4. Action needed
   - None.

TASK 8 – Expenses

1. Items Worked on during invoice period
   - Continued to develop Plan & Profile Sheets
   - Continued to develop General Notes Sheet.
   - Continued to develop Control Layout Sheets.
   - Continued to develop Typical Sections.
2. Planned / Upcoming Work:
   - Submit 100% plans.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 9 – Project Management - TEDSI

1. Items Worked on during invoice period
   - Performed overall Project Management.
2. Planned / Upcoming Work:
   - Submit 100% plans.
3. Difficulties / Delays

- None

4. Action needed
   - None

TASK 10 – TCP/SWPPP - TEDSI

1. Items Worked on during invoice period
   - Continued to develop TCP & SWPPP Sheets
2. Planned / Upcoming Work:
   - Submit 100% plans.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 11 – Signals - TEDSI

1. Items Worked on during invoice period
   - Continued to develop Signal Sheets
2. Planned / Upcoming Work:
   - Submit 100% plans.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 12 – Details/Quantities/Estimates -TEDSI

1. Items Worked on during invoice period
   - Develop Details and calculated quantities and estimates.
2. Planned / Upcoming Work:
   - Continue to develop details, quantities and estimates.
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing

TASK 13 – Specifications -TEDSI

1. Items Worked on during invoice period
   - Compiled Specifications.
2. Planned / Upcoming Work:
   - Submit specifications.
3. Difficulties / Delays
   - None.
4. Action needed
   - Nothing

TASK 14 – QA/QC -TEDSI

1. Items Worked on during invoice period
   - Provided QA/QC of Cobb Fendley Plans.
2. Planned / Upcoming Work:
   - Provide QA/QC.
3. Difficulties / Delays

- None.

4. Action needed
   - Nothing

TASK 15 – General Notes - TEDSI

1. Items Worked on during invoice period
   - Continued to Develop General Notes.
2. Planned / Upcoming Work:
   - Submit General Notes.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 16 – Signing/Pavement Markings - TEDSI

1. Items Worked on during invoice period
   - Continued to develop Signing and Pavement Marking Sheets
2. Planned / Upcoming Work:
   - Submit 100% plans.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 17 – Project Manual - TEDSI

1. Items Worked on during invoice period
   - Develop Project Manual
2. Planned / Upcoming Work:
   - Submit Project Manual.
3. Difficulties / Delays
   - None
4. Action needed
   - None

TASK 18 – Expenses - TEDSI

1. Items Worked on during invoice period
   - Continued to develop PS&E Plans
2. Planned / Upcoming Work:
   - Submit 100% plans.
3. Difficulties / Delays
   - None
4. Action needed
   - None

14C

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: 01/28/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 02/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 10(Pay Estimate No.10) in the amount of ~~$144,350.26~~ to Chiang Patel & Yerby, Inc. regarding the expansion of Katy Flewellen Road (from Pin Oak to Katy-Gaston), Mobility Bond Project #734, Precinct 3. (Fund: Mobility Bonds) Lawson P.O.#12108

144,434.30

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.**

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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:

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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):

CP&Y SM Partners for a Better Quality of Life

December 9, 2008

Mr. Mark Dessens, P.E.
Engineering Manager
Schaumber & Polk, Inc.
11767 Katy Freeway, Ste. 900
Houston, TX 77079

RE: Katy Flewellen Road
CPY Project Number: FBC08007
PO Number: 12108-05
Project Number: 734
Invoice Number 1008-0800-10

Dear Mr. Dessens:

Please find the enclosed invoice in the amount of $144,350.26 on the referenced project for professional engineering services from November 01, 2008 thru November 30, 2008. A progress report is attached for your consideration.

If you have any questions, please do not hesitate to call.

Respectfully Submitted,

Keith Neshyba, P.E.

Regional Mgr.

Chiang, Patel & Yerby, Inc.
2925 Briarpark, Suite 850,
Houston, Texas 77042
713.532.1730 • 713.532.1734 fax
www.cpyi.com

PROGRESS REPORT

Katy Flewellen Road

December 1, 2008

General:

Plans have been completed for the 100% submittal. Final Drainage Report has been prepared and all survey and geotechnical services are complete. A quality review is underway at this time while the bid package is finalized

Roadways Design:
Complete.

Drainage Analysis:
Complete.

Bridge Alternatives:
Complete.

Traffic:
Complete.

Utilities:
All utilities have been identified on the plans. Conflict exhibits are being finalized for construction.

Work Remaining:

Final comments will be addressed in December. All bid documents will be complete in December and the project will be ready for bid in January 2009 pending ROW acquisition and utility adjustments.

December 10, 2008
Invoice No: FBC08007.00 - 10

Mr. Mark Dessens, PE
Engineering Manager
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, TX 77079

Project FBC08007.00 Katy Flewellen Road

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

Phase 01 PER

P.O. Number 12108-05
Project Number 734

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Fee Billing
Project Management	9,242.00	100.00	9,242.00	9,242.00	0.00
Roadway Design	37,971.00	100.00	37,971.00	37,971.00	0.00
Traffic Counts	3,728.00	100.00	3,728.00	3,728.00	0.00
Warrant Study	3,811.00	100.00	3,811.00	3,811.00	0.00
Bridge Alternative	9,450.00	100.00	9,450.00	9,450.00	0.00
Drainage & Hydraulics	23,418.00	100.00	23,418.00	23,418.00	0.00
TCP	4,962.00	100.00	4,962.00	4,962.00	0.00
PER	20,432.00	100.00	20,432.00	20,432.00	0.00
Expenses	2,270.00	100.00	2,270.00	2,270.00	0.00
Utility Coord	17,662.00	100.00	17,662.00	17,662.00	0.00
Environmental	39,051.00	100.00	39,051.00	39,051.00	0.00
Total Fee	171,997.00		171,997.00	171,997.00	0.00
	Total Fee				**0.00**

Total this Phase **$0.00**

Project FBC08007.00 Katy Flewellen Road Invoice <Draft>

Phase 03 Phase II Services
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Fee Billing
Bridge Analysis	96,852.00	95.00	92,009.40	67,796.40	24,213.00
Drainage	33,170.00	95.00	31,511.50	26,536.00	4,975.50
Roadway	275,122.00	95.00	261,365.90	206,341.50	55,024.40
Traffic	35,782.00	95.00	33,992.90	26,836.50	7,156.40
Utilities	26,397.00	100.00	26,397.00	4,841.66	21,555.34
Surveying	151,850.00	100.00	151,850.00	133,525.65	18,324.35
Geotechnical	30,351.00	100.00	30,351.00	18,270.69	12,080.31
Expenses	4,420.00	75.00	3,315.00	2,210.00	1,105.00
Total Fee	653,944.00		630,792.70	486,358.40	144,434.30
	Total Fee				**144,434.30**

Total this Phase **$144,434.30**

TSC Surveying Company

INVOICE

November 30, 2008

Mr. Keith Neshyba, P.E.
Chiang, Patel & Yerby, Inc.
2925 Briarpark Drive, Suite 850
Houston, Texas 77042

TSC Job No. 712-001 Invoice No. 712-001-06

Re: Professional Surveying for Fort Bend County - Katy Flewellen Road

Invoice for Professional Surveying Services performed on the captioned project pursuant to the Professional Services Agreement between LAN and TSC Surveying Company
Services performed from November 1, 2008 thru November 30, 2008.

	Tasks		Fee	% Complete		Total Invoice
1	Establish Project Horizontal Control	$	7,464.00	100%	$	7,464.00
2	Establish Project Vertical Control	$	3,282.00	100%	$	3,282.00
3	Perform Vertical Datum Tie to FEMA Datum	$	1,374.00	100%	$	1,374.00
4	Determining Apparent Location of Existing ROW Lines	$	7,830.00	100%	$	7,830.00
5	Preparation of Apparent Existing ROW Location Graphic File	$	6,686.00	100%	$	6,686.00
6	Topographic Survey - DTM Survey	$	36,906.00	100%	$	36,906.00
7	Preparation of Planimetric View	$	21,880.00	100%	$	21,880.00
8	Label and Pull Text to the Side for Plan View for P&P Sheets	$	6,702.00	100%	$	6,702.00
9	Preparation of DTM File	$	13,680.00	100%	$	13,680.00
10	Preparation of Existing Storm and Sanitary Sewer File	$	7,152.00	100%	$	7,152.00
11	Buffalo Bayou Survey	$	5,796.00	100%	$	5,796.00
12	Utility Coordination	$	1,242.00	100%	$	1,242.00
13	Preparation of Survey Control Map	$	3,608.00	100%	$	3,608.00
14	Perform Abstracting	$	3,982.00	100%	$	3,982.00
15	ROW Survey	$	7,596.00	100%	$	7,596.00
16	Preparation of ROW Maps, Parcel Maps & Descriptions	$	10,940.00	100%	$	10,940.00
17	Set Proposed ROW Corners	$	5,730.00	100%	$	5,730.00
	Total	$	151,850.00	100%	$	151,850.00

Total Amount Earned:	$	151,850.00
Previous Billing:	$	141,853.40
Total Amount Due this invoice	$	**9,996.60**
Contract Amount	$	151,850.00
Balance Remaining	$	-

I certify the above invoice is true and correct to the best of my knowledge

Daniel P. Coyer

Daniel P. Coyer, R.P.L.S
Vice President

November 30, 2008
Date

O:\Invoices\712001\712-001-06

RECEIVED
NOV 07 [illegible]
C P & Y, INC. - HO

TSC Surveying Company

APPROVED
Project No# FBC08001
Pm's Initials AN
Date 11/17/08

INVOICE

October 31, 2008

Mr. Keith Neshyba, P.E.
Chiang, Patel & Yerby, Inc.
2925 Briarpark Drive, Suite 850
Houston, Texas 77042

TSC Job No. 712-001

Invoice No. 712-001-05

Re: Professional Surveying for Fort Bend County - Katy Flewellen Road

Invoice for Professional Surveying Services performed on the captioned project pursuant to the Professional Services Agreement between LAN and TSC Surveying Company
Services performed from October 1, 2008 thru October 31, 2008.

	Tasks		Fee	% Complete		Total Invoice
1	Establish Project Horizontal Control	$	7,464.00	100%	$	7,464.00
2	Establish Project Vertical Control	$	3,282.00	100%	$	3,282.00
3	Perform Vertical Datum Tie to FEMA Datum	$	1,374.00	100%	$	1,374.00
4	Determining Apparent Location of Existing ROW Lines	$	7,830.00	100%	$	7,830.00
5	Preparation of Apparent Existing ROW Location Graphic File	$	6,686.00	100%	$	6,686.00
6	Topographic Survey - DTM Survey	$	36,906.00	100%	$	36,906.00
7	Preparation of Planimetric View	$	21,880.00	100%	$	21,880.00
8	Label and Pull Text to the Side for Plan View for P&P Sheets	$	6,702.00	100%	$	6,702.00
9	Preparation of DTM File	$	13,680.00	100%	$	13,680.00
10	Preparation of Existing Storm and Sanitary Sewer File	$	7,152.00	100%	$	7,152.00
11	Buffalo Bayou Survey	$	5,796.00	100%	$	5,796.00
12	Utility Coordination	$	1,242.00	100%	$	1,242.00
13	Preparation of Survey Control Map	$	3,608.00	75%	$	2,706.00
14	Perform Abstracting	$	3,982.00	100%	$	3,982.00
15	ROW Survey	$	7,596.00	90%	$	6,836.40
16	Preparation of ROW Maps, Parcel Maps & Descriptions	$	10,940.00	50%	$	5,470.00
17	Set Proposed ROW Corners	$	5,730.00	50%	$	2,865.00
	Total	$	151,850.00	93%	$	141,853.40

Total Amount Earned:	$	141,853.40
Previous Billing:	$	133,518.40
Total Amount Due this invoice	$	**8,335.00**
Contract Amount	$	151,850.00
Balance Remaining	$	9,996.60

ENTERED DEC 0 3 2008

I certify the above invoice is true and correct to the best of my knowledge

Daniel P Coyer

Daniel P. Coyer, R.P.L.S
Vice President

October 31, 2008
Date

O:\Invoices\712001\712-001-05

✓ RBC-08007
KN
11/20/08

Tolunay-Wong Engineers, Inc.

10710 S. Sam Houston Pkwy W., #100
Houston, Texas 77031
Phone No: 713-722-7064 Fax No: 713-722-0319

Invoice

DATE	INVOICE NO.
11/18/2008	08-11133

BILL TO
Chiang, Patel & Yerby, Inc. 2925 Briarpark, Suite 850 Houston, Texas 77042 Attn: Mr. Keith Neshyba, P.E.

PROJECT DESCRIPTION
Pavement Replacement & Expansion, Utilities and Bridge Evaluation Katy Flewellen Road Fort Bend County, Texas

TERMS	MANAGER	PROJECT NO.	CLIENT I.D. NO.
Net 30	MSI	08.13.135	2207

ITEM	QTY	UNIT DESCR.	RATE	AMOUNT
Geotechnical Services for Katy Flewellen Road				
Engineering Analyses			12,080.50	12,080.50

Invoice Summary:
Total Budget: $30,351.00
Total Amount Invoiced: $30,351.00
% Completion of Work: 100%

ENTERED DEC 0 3 2008

Thank you for your business!

Total $12,080.50

A late charge of 1.5% per month will be added in the event payment is not made within 30 days of date of invoice.

14 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: 01/28/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 02/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 11(Pay Estimate No.11) in the amount of $18,697.84 to Chiang Patel & Yerby, Inc. regarding the expansion of Katy-Flewellen Road (from Pin Oak to Katy-Gaston),Mobility Bond Project #734, Precinct 3 (Fund: Mobility Bonds) LAWSON P.O.#12108

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):

CP&Y SM Partners for a Better Quality of Life

January 12, 2009

Mr. Mark Dessens, P.E.
Engineering Manager
Schaumber & Polk, Inc.
11767 Katy Freeway, Ste. 900
Houston, TX 77079

RE: Katy Flewellen Road
CPY Project Number: FBC08007
PO Number: 12108-05
Project Number: 734
Invoice Number 1008-0800-11

Dear Mr. Dessens:

Please find the enclosed invoice in the amount of $18,697.84 on the referenced project for professional engineering services from December 01, 2008 thru December 31, 2008. A progress report is attached for your consideration.

If you have any questions, please do not hesitate to call.

Respectfully Submitted,

Keith Neshyba, P.E.

Regional Mgr.

Chiang, Patel & Yerby, Inc.
2925 Briarpark, Suite 850,
Houston, Texas 77042
713.532.1730 • 713.532.1734 fax
www.cpyi.com

January 8, 2009
Invoice No: FBC08007.00 - 11

Mr. Mark Dessens, PE
Engineering Manager
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, TX 77079

Project FBC08007.00 Katy Flewellen Road

Professional Services from December 1, 2008 to December 31, 2008

Phase 01 PER

P.O. Number 12108-05
Project Number 734

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Fee Billing
Project Management	9,242.00	100.00	9,242.00	9,242.00	0.00
Roadway Design	37,971.00	100.00	37,971.00	37,971.00	0.00
Traffic Counts	3,728.00	100.00	3,728.00	3,728.00	0.00
Warrant Study	3,811.00	100.00	3,811.00	3,811.00	0.00
Bridge Alternative	9,450.00	100.00	9,450.00	9,450.00	0.00
Drainage & Hydraulics	23,418.00	100.00	23,418.00	23,418.00	0.00
TCP	4,962.00	100.00	4,962.00	4,962.00	0.00
PER	20,432.00	100.00	20,432.00	20,432.00	0.00
Expenses	2,270.00	100.00	2,270.00	2,270.00	0.00
Utility Coord	17,662.00	100.00	17,662.00	17,662.00	0.00
Environmental	39,051.00	100.00	39,051.00	39,051.00	0.00
Total Fee	171,997.00		171,997.00	171,997.00	0.00
	Total Fee				**0.00**

Total this Phase **$0.00**

Project FBC08007.00 Katy Flewellen Road Invoice 11

Phase 03 Phase II Services

Fee

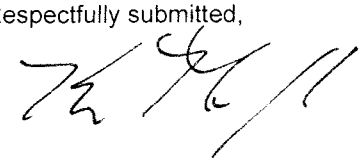
Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Fee Billing
Bridge Analysis	96,852.00	99.00	95,883.48	92,009.40	3,874.08
Drainage	33,170.00	99.00	32,838.30	31,511.50	1,326.80
Roadway	275,122.00	99.00	272,370.78	261,365.90	11,004.88
Traffic	35,782.00	99.00	35,424.18	33,992.90	1,431.28
Utilities	26,397.00	100.00	26,397.00	26,397.00	0.00
Surveying	151,850.00	100.00	151,850.00	151,850.00	0.00
Geotechnical	30,351.00	100.00	30,351.00	30,351.00	0.00
Expenses	4,420.00	99.00	4,375.80	3,315.00	1,060.80
Total Fee	653,944.00		649,490.54	630,792.70	18,697.84
	Total Fee				**18,697.84**

Total this Phase **$18,697.84**

Project	FBC08007.00	Katy Flewellen Road	Invoice 11

Total this Invoice **$18,697.84**

Respectfully submitted,



Keith Neshyba

PROGRESS REPORT

Katy Flewellen Road

January 5, 2008

General:

Plans are complete. Mylars will be printed upon request

Roadways Design:
Complete.

Drainage Analysis:
Complete.

Bridge Alternatives:
Complete.

Traffic:
Complete.

Utilities:
All utilities have been identified on the plans.

Work Remaining:

14 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: 01/28/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 02/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 15(Pay Estimate No.15) in the amount of $18,512.33 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: _____

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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):

SCHAUMBURG & POLK, INC.

Management and Administrative Support Services
2007 Fort Bend County Mobility Program

BILLING SUMMARY

Summary Invoice No. 15
Billing Period: 12/1/08 - 12/28/08

Description	Invoiced To Date	Previously Invoiced	Total This Invoice
General Project Management	$168,765.86	$164,608.36	$4,157.50
703 Falcon Landing Boulevard	$12,896.32	$12,761.32	$135.00
719 Burney Road	$11,309.32	$11,309.32	$0.00
725 Harlem Road South	$27,874.92	$26,464.92	$1,410.00
727 Harlem Road North	$18,709.01	$17,674.15	$1,034.86
732 Greenbusch Road	$61,518.90	$56,333.40	$5,185.50
733 Katy-Gaston Road	$59,614.55	$56,082.05	$3,532.50
734 Katy-Flewellen Road	$38,571.32	$35,736.32	$2,835.00
735 Mason Road	$9,559.31	$9,559.31	$0.00
735A Mason Road Bridge	$754.77	$754.77	$0.00
741 West Bellfort Road	$12,831.79	$12,561.79	$270.00
745 Florence Road	$10,223.81	$10,088.81	$135.00
747 Ransom Road	$20,132.11	$19,475.81	$656.30
769 Brand Lane	$10,323.21	$10,188.21	$135.00
TOTALS	$463,085.20	$443,598.54	$19,486.66
Retainage (5 percent)	($23,154.26)	($22,179.93)	($974.33)
NET	**$439,930.94**	**$421,418.61**	**$18,512.33**
			Total Now Due

	Amount	Spent to Date	Remaining
Original Contract	$463,747.00	$463,085.20	$661.80

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

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 15, 2009
Project No: 0000300701.00
Invoice No: 0000015

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount
PROGRAM SCHEDULE SPI				
RING, PETER ALVIN	12/17/08	1.50	135.00	202.50
RING, PETER ALVIN	12/18/08	3.00	135.00	405.00
RING, PETER ALVIN	12/19/08	4.00	135.00	540.00
PROGRAM SCHEDULE PPMS				
SADLER, NOVA J.	11/10/08	4.00	65.00	260.00
SADLER, NOVA J.	11/11/08	4.00	65.00	260.00
SADLER, NOVA J.	11/12/08	2.00	65.00	130.00
SADLER, NOVA J.	11/13/08	2.00	65.00	130.00
SADLER, NOVA J.	11/21/08	2.00	65.00	130.00
PROGRAM SCHEDULE PPMS				
STONE, MIKE	11/6/08	2.00	150.00	300.00
STONE, MIKE	11/7/08	2.00	150.00	300.00
STONE, MIKE	11/10/08	3.00	150.00	450.00
STONE, MIKE	11/12/08	1.00	150.00	150.00
STONE, MIKE	11/14/08	4.00	150.00	600.00
COORDINATION WITH COUNTY SPI				
DESSENS, MARK C.	12/4/08	2.00	150.00	300.00
Totals		36.50		4,157.50

Total Labor **4,157.50**

Total this invoice **$4,157.50**

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	376.31	
0000014	12/9/08	1,815.00	
Total		**9,306.20**	

Total now due **$13,463.70**

Billings to date	**Current**	**Prior**	**Total**
Labor	4,157.50	145,437.00	149,594.50
Consultant	0.00	19,171.36	19,171.36
Totals	**4,157.50**	**164,608.36**	**168,765.86**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.01
Invoice No: 0000010

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

Project: 0000300701.01 703 FALCON LANDING BLVD

FORT BEND COUNTY PROJECT MANAGEMENT
703 FALCON LANDING BLVD.

Professional services from December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	12/17/08	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	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	15.00
Total		**1,277.05**

Total now due **$1,412.05**

Billings to date	**Current**	**Prior**	**Total**
Labor	135.00	11,930.50	12,065.50
Consultant	0.00	830.82	830.82
Totals	**135.00**	**12,761.32**	**12,896.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.02

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

Statement

Project: 0000300701.02 719 BURNEY ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
719 BURNEY ROAD

Professional services from December 1, 2008 to December 28, 2008

Total this invoice **$0.00**

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
0000010	12/8/08	135.00
Total		**693.39**

Total now due **$693.39**

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

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.03
Invoice No: 0000014

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	12/2/08	2.00	135.00	270.00
RING, PETER ALVIN	12/3/08	2.00	135.00	270.00
RING, PETER ALVIN	12/5/08	2.00	135.00	270.00
PER SPI				
DESSENS, MARK C.	12/5/08	4.00	150.00	600.00
Totals		10.00		1,410.00

Total Labor **1,410.00**

Total this invoice **$1,410.00**

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	67.50
0000013	12/8/08	3,685.50

	Total	**4,824.47**			
				Total now due	**$6,234.47**
Billings to date		**Current**	**Prior**	**Total**	
	Labor	1,410.00	24,196.50	25,606.50	
	Consultant	0.00	2,233.32	2,233.32	
	Expense	0.00	35.10	35.10	
	Totals	**1,410.00**	**26,464.92**	**27,874.92**	

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.04
Invoice No: 0000014

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount	
PER SPI					
RING, PETER ALVIN	12/2/08	2.00	135.00	270.00	
RING, PETER ALVIN	12/4/08	1.00	135.00	135.00	
PER SPI					
DESSENS, MARK C.	12/9/08	4.00	150.00	600.00	
Totals		7.00		1,005.00	
Total Labor					**1,005.00**

Reimbursable Expenses

POSTAGE/SHIPPING				29.86	
Total Reimbursables				**29.86**	**29.86**

Total this invoice **$1,034.86**

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	60.37

0000013	12/8/08	1,497.33	
Total		**2,306.16**	

Total now due **$3,341.02**

Billings to date	**Current**	**Prior**	**Total**
Labor	1,005.00	16,786.00	17,791.00
Consultant	0.00	830.82	830.82
Expense	29.86	57.33	87.19
Totals	**1,034.86**	**17,674.15**	**18,709.01**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.05
Invoice No: 0000014

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount
FINAL DESIGN SPI				
RING, PETER ALVIN	12/10/08	3.00	135.00	405.00
RING, PETER ALVIN	12/12/08	3.00	135.00	405.00
RING, PETER ALVIN	12/15/08	2.50	135.00	337.50
FINAL DESIGN SPI				
KNESEK, ERIN	12/1/08	3.50	120.00	420.00
KNESEK, ERIN	12/2/08	2.50	120.00	300.00
KNESEK, ERIN	12/3/08	2.50	120.00	300.00
KNESEK, ERIN	12/4/08	3.00	120.00	360.00
KNESEK, ERIN	12/9/08	2.50	120.00	300.00
KNESEK, ERIN	12/10/08	4.50	120.00	540.00
KNESEK, ERIN	12/15/08	1.50	120.00	180.00
KNESEK, ERIN	12/17/08	2.00	120.00	240.00
KNESEK, ERIN	12/18/08	2.50	120.00	300.00
KNESEK, ERIN	12/23/08	1.00	120.00	120.00
FINAL DESIGN SPI				
SCHNEIDER, TED J	12/18/08	3.00	76.00	228.00
FINAL DESIGN SPI				
DESSENS, MARK C.	12/4/08	2.00	150.00	300.00
DESSENS, MARK C.	12/10/08	3.00	150.00	450.00
Totals		42.00		5,185.50

Total Labor **5,185.50**

Total this invoice **$5,185.50**

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	309.75	
0000013	12/8/08	4,863.04	
Total		**7,436.55**	

Total now due **$12,622.05**

Billings to date	**Current**	**Prior**	**Total**
Labor	5,185.50	53,568.50	58,754.00
Consultant	0.00	2,579.82	2,579.82
Expense	0.00	185.08	185.08
Totals	**5,185.50**	**56,333.40**	**61,518.90**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.06
Invoice No: 0000014

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount
FINAL DESIGN SPI				
RING, PETER ALVIN	12/3/08	3.00	135.00	405.00
RING, PETER ALVIN	12/4/08	2.00	135.00	270.00
RING, PETER ALVIN	12/5/08	2.00	135.00	270.00
RING, PETER ALVIN	12/9/08	2.50	135.00	337.50
RING, PETER ALVIN	12/10/08	3.00	135.00	405.00
RING, PETER ALVIN	12/11/08	0.50	135.00	67.50
RING, PETER ALVIN	12/18/08	2.00	135.00	270.00
RING, PETER ALVIN	12/22/08	4.50	135.00	607.50
FINAL DESIGN SPI				
DESSENS, MARK C.	12/11/08	4.00	150.00	600.00
DESSENS, MARK C.	12/22/08	2.00	150.00	300.00
Totals		25.50		3,532.50

Total Labor **3,532.50**

Total this invoice **$3,532.50**

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	691.18
0000013	12/8/08	8,032.00
Total		**10,408.00**

Total now due **$13,940.50**

Billings to date	**Current**	**Prior**	**Total**
Labor	3,532.50	55,143.00	58,675.50
Consultant	0.00	830.82	830.82
Expense	0.00	108.23	108.23
Totals	**3,532.50**	**56,082.05**	**59,614.55**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.07
Invoice No: 0000014

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount
FINAL DESIGN SPI				
RING, PETER ALVIN	12/10/08	2.50	135.00	337.50
RING, PETER ALVIN	12/12/08	3.50	135.00	472.50
RING, PETER ALVIN	12/15/08	3.00	135.00	405.00
FINAL DESIGN SPI				
KNESEK, ERIN	12/2/08	2.00	120.00	240.00
KNESEK, ERIN	12/11/08	2.00	120.00	240.00
KNESEK, ERIN	12/16/08	1.50	120.00	180.00
KNESEK, ERIN	12/17/08	2.00	120.00	240.00
KNESEK, ERIN	12/18/08	6.00	120.00	720.00
Totals		22.50		2,835.00

Total Labor **2,835.00**

Total this invoice **$2,835.00**

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	319.87	
0000013	12/8/08	1,814.00	
Total		**3,510.45**	

Total now due **$6,345.45**

Billings to date	**Current**	**Prior**	**Total**
Labor	2,835.00	34,201.50	37,036.50
Consultant	0.00	1,534.82	1,534.82
Totals	**2,835.00**	**35,736.32**	**38,571.32**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.08

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

Statement

Project: 0000300701.08 735 MASON ROAD

FORT BEND COUNTY PROJECT MANAGEMENT
735 MASON ROAD

Professional services from December 1, 2008 to December 28, 2008

Total this invoice **$0.00**

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
0000011	12/8/08	467.50
Total		**922.09**

Total now due **$922.09**

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

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
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 December 1, 2008 to December 28, 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

January 13, 2009
Project No: 0000300701.10
Invoice No: 0000012

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount
PER SPI				
RING, PETER ALVIN	12/3/08	2.00	135.00	270.00
Totals		2.00		270.00

Total Labor **270.00**

Total this invoice **$270.00**

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	111.21
0000011	12/8/08	1,593.72
Total		**2,142.13**

Total now due **$2,412.13**

Billings to date	**Current**	**Prior**	**Total**
Labor	270.00	10,876.50	11,146.50
Consultant	0.00	1,644.81	1,644.81
Expense	0.00	40.48	40.48

Totals	**270.00**	**12,561.79**	**12,831.79**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.11
Invoice No: 0000014

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 December 1, 2008 to December 28, 2008

Professional Personnel

	Hours	Rate	Amount	
PER SPI				
RING, PETER ALVIN	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	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
0000013	12/8/08	150.00
Total		**646.94**

Total now due **$781.94**

Billings to date	**Current**	**Prior**	**Total**
Labor	135.00	9,258.00	9,393.00
Consultant	0.00	830.81	830.81

Totals	**135.00**	**10,088.81**	**10,223.81**

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.12
Invoice No: 0000014

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 December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount	
PER SPI					
RING, PETER ALVIN	12/8/08	2.50	135.00	337.50	
RING, PETER ALVIN	12/9/08	2.00	135.00	270.00	
Totals		4.50		607.50	
Total Labor					**607.50**

Reimbursable Expenses

POSTAGE/SHIPPING				48.80	
Total Reimbursables				**48.80**	**48.80**

Total this invoice **$656.30**

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	54.00
0000013	12/8/08	135.00

	Total	**1,138.02**			
				Total now due	**$1,794.32**
Billings to date		**Current**	**Prior**	**Total**	
	Labor	607.50	18,645.00	19,252.50	
	Consultant	0.00	830.81	830.81	
	Expense	48.80	0.00	48.80	
	Totals	**656.30**	**19,475.81**	**20,132.11**	

Invoice

SCHAUMBURG & POLK, INC.

Beaumont * Houston * Tyler

January 13, 2009
Project No: 0000300701.13
Invoice No: 0000011

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

Project: 0000300701.13 769 BRAND LANE

FORT BEND COUNTY PROJECT MANAGEMENT
769 BRAND LANE

Professional services from December 1, 2008 to December 28, 2008

Professional Personnel

		Hours	Rate	Amount	
PER SPI					
RING, PETER ALVIN	12/17/08	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	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 **$644.40**

Billings to date	**Current**	**Prior**	**Total**
Labor	135.00	9,430.00	9,565.00
Consultant	0.00	758.21	758.21
Totals	**135.00**	**10,188.21**	**10,323.21**

14 F

RELEASE AUTHORIZATION

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

BOND

Number 18-0125-43201-98-5 Amount $ 431,750.00

Principal Harris Construction Company of behalf of A.F.G. Johnson Dev., LLC

Surety Fidelity and Guaranty Insurance Underwriters, Inc.

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Sienna Steep Bank Village, Section 4

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 2-3-09 # 14 F
DATE OF RETURN: _____
BY: Sherry Fish
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

January 22, 2009

Commissioner Richard Morrison
Fort Bend County Precinct 1
301 Jackson St.
Richmond, Texas 77469

RE: Sienna Steep Bank Village, Section 4

Dear Commissioner Morrison:

Sienna Steep Bank Village, Section 4 was re-platted into three sections. Section 4A, 4B, and 4C. The streets were previously accepted in the County road maintenance system as part of the replats. However, the bond was never released for this plat. Harris Construction and Sienna/Johnson Development have requested the bond be released.

The current bond is #18-0125-43201-98-5 in the amount of $431,750.00. Release bond to:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Wayne Bowles, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna/Johnson Development, L.P.
Mr. Glenn S. Harris, Harris Construction Co.
Mr. Scott Weighat, FBC Road & Bridge
File

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

February 5, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on February 3, 2009 #14F for the following:

BOND#	18-0125-43201-98-5 $431,750.00
PRINCIPAL	Harris Construction Company on behalf of A F G Johnson Development LLC
SURETY	Fidelity and Guaranty Insurance Underwriters Inc.
CONSTRUCTION PROJECT	Sienna Steep Bank Village Section Four
RELEASE TO	Harris Construction Co. Attn: Glenn Harris 6602 Guhn Road Houston TX 77040

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

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

14 H

RELEASE AUTHORIZATION

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

BOND

Number 6434066 Amount $ 423,150.00

Principal Harris Construction Company, Ltd. and Sienna/Johnson North L.P.

Surety Safeco Insurance Company of America

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Sienna Village of Bees Creek, Section 1

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 2

COURT APPROVED: 2-3-09 # 14 H
DATE OF RETURN: _____
BY: Sherry Fiar
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

January 22, 2009

Commissioner Grady Prestage
Fort Bend County Precinct 2
3030 Texas Parkway, Suite 213
Missouri City, Texas 77459

RE: Sienna Village of Bees Creek, Section 1

Dear Commissioner Prestage:

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

Tiny Trail	166.71 LF
Big Trail	2,963.29 LF
Walking Stick Trail	1,137.23 LF
Big Trail Court	391.36 LF
Big Trail Circle	500.21 LF
Oak Walk	512.59 LF
TOTAL:	5,571.39 LF

The current bond is #6434066 in the amount of $423,150.00. Release bond to:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. James Brown, LJA Engineering & Surveying, Inc.
Mr. Wayne Bowles, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna/Johnson Development, L.P.
Mr. Glenn S. Harris, Harris Construction Co.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
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DIANNE WILSON
COUNTY CLERK

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

February 5, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on February 3, 2009 #14H for the following:

BOND#	6434066	$423,150.00
PRINCIPAL	Harris Construction Company Ltd. and Sienna/Johnson North LP	
SURETY	Safeco Insurance Company of America	
CONSTRUCTION PROJECT	Sienna Village of Bees Creek Section One	
RELEASE TO	Harris Construction Co. Attn: Glenn Harris 6602 Guhn Road Houston TX 77040	

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

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

14I

RELEASE AUTHORIZATION

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

BOND

Number 6496692 Amount $ 146,096.60

Principal Harris Construction Company, Ltd. and Sienna/Johnson Development L.P.

Surety Safeco Insurance Company of America

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Sienna Village of Waters Lake, Section 12A

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 1

COURT APPROVED: 2-3-09 # 14I
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

January 22, 2009

Commissioner Richard Morrison
Fort Bend County Precinct 1
301 Jackson St.
Richmond, Texas 77469

RE: Sienna Village of Waters Lake, Section 12A

Dear Commissioner Morrison:

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

Pointe Pass	175.55 LF
Balsam Gap	215.05 LF
Round Meadow Lane	489.25 LF
Sleepy Gap Way	412.46 LF
Waters Lake Lane	311.10 LF
Walters Lake Court	125.02 LF
TOTAL:	1,728.43 LF

The current bond is #6496692 in the amount of $146,096.60. Release bond to:

Mr. Glenn S. Harris
Harris Construction Co.
6602 Guhn Road
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Michael Rusk, LJA Engineering & Surveying, Inc.
Mr. Wayne Bowles, LJA Engineering & Surveying, Inc.
Mr. Michael Smith, Sienna/Johnson Development, L.P.
Mr. Glenn S. Harris, Harris Construction Co.
Mr. Scott Weighat, FBC Road & Bridge
File

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

February 5, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on February 3, 2009 #14I for the following:

BOND#	6496692	$146,096.60
PRINCIPAL	Harris Construction Company Ltd. and Sienna/Johnson Development LP	
SURETY	Safeco Insurance Company of America	
CONSTRUCTION PROJECT	Sienna Village of Waters Lake Sec. 12A	
RELEASE TO	Harris Construction Co. Attn: Glenn Harris 6602 Guhn Road Houston TX 77040	

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

15A

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 28, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: February 3, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoices: 2003-003-018AS, 2003-003-CA1, 2003-003-CA2, and 2003-003-CA3, in an amount not to exceed $19,785.71, from STOA for Architectural Services Rendered for 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:
- **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:

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☒	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): Please Approve

FM 2068

STOA

STOA/Golemon/Bolullo, Architects

9213 Skyline Drive
Suite 200
Houston, Texas 77057-7007
713-995-8784 tel
713-995-8785 fax

October 31, 2008

INVOICE
NO.: 2003-003-018AS

Mr. Donald G. Brady
Director of Facilities and Planning
Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471

PO # 14475
R # 44893
(line 1)

OK to pay
1-27-09

Fort Bend County Library
Architectural Services
STOA Project No. 2003-003

FOR BILLING PERIOD ENDING: October 31, 2008

Architectural Services: Additional Services -

Service	Description/Maximum	Total To Date	Prev. Invoiced	Amount Due
A.	**Field Surveys:**			
	Boundary Survey			
	$ 4,950.00	$4,950.00	$4,950.00	-
	Topographic Survey			
	$ 3,100.00	$3,100.00	$3,100.00	-
	Topographic Survey			
	$ 3,200.00	$3,200.00	$3,200.00	-
	Topographic Survey -Set Missing Boundry			
	$ 500.00	$500.00	$0.00	500.00
	Statics & Pressure Test at Sienna Springs Blvd.			
	$ 150.00	$150.00	$150.00	-
	Phase 1 - Environment Site Assessment			
	$ 5,150.00	$4,320.00	$4,320.00	-
	Addt'l copy of Assessment			
	for Fort Bend County Libr.	$75.00	$75.00	-
I	Furniture & Fixtures & Equipment Prof.			
	$ 35,000.00	$35,000.00	$35,000.00	$ -
J.	Cost Estimates			
	Schematic Design $ 3,200.00	$3,200.00	$3,200.00	$ -
	Design Develop. $ 2,800.00	$2,800.00	$2,800.00	$ -
	Construction Docu $ 2,000.00	$2,000.00	$2,000.00	$ -
K.	Geotechnical Services			
	$ 8,000.00	$4,500.00	$4,500.00	$ -
L.	Rendering			
	$ 5,000.00	$5,000.00	$5,000.00	$ -
	(For Presentation to Commissioners Court)			
M.	Landscape Architecture			
	Schematic Design $ 3,500.00	$3,500.00	$3,500.00	$ -
	Design Develop. $ 2,500.00	$2,500.00	$2,500.00	$ -
	Construction Docu $ 6,500.00	$6,500.00	$6,500.00	$ -
	Construction Adm. $ 1,500.00	$0.00	$0.00	$ -

NOV 0 1 2008

Service	Description/Maximum		Total To Date	Prev. Invoiced	Amount Due
N.	Civil Engineering				
	Schematic Design	$ 4,800.00	$4,800.00	$4,800.00	$ -
	Design Develop.	$ 6,400.00	$6,400.00	$ 6,400.00	$ -
	Construction Docu	$ 14,400.00	$14,400.00	$14,400.00	$ -
	Construction Adm.	$ 6,400.00	$0.00	$0.00	$ -
			$106,895.00	$106,395.00	$500.00

B./H.	Reproduction and Reimbursable Expenses				
	Plan Review Fee	$ 1,780.00	x	1.00	$ 1,780.00
	Printing & Reproductions	$ 11,960.01	x	1.10	$ 13,156.01
	Postage & delivery	$ 200.40	x	1.10	$ 220.44
	Travel($1,500 Max.)	$ 242.28	x	1.10	$ 266.51
	TOTAL REIMBURSABLES				$ 15,422.96
	Less Previously Invoiced				$ (15,422.96)
	TOTAL REIMBURSABLES DUE THIS INVOICE				(0.00)
	TOTAL AMOUNT DUE THIS INVOICE				$500.00

C. C. Lee, AIA President
STOA International Architects, Inc.

LJA Engineering & Surveying, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

Ramon Pantino
STOA/Golemon/Bolullo, Architects
6213 Skyline Drive
Houston, TX 77057-7007

October 21, 2008
Project No: 1920-0001
Invoice No: 20085661

Project 1920-0001 Topographic Survey of 4.500 Acres - Reserve "B" of Sienna Plantation, Fort Bend County Library

Invoice for Professional Services from August 30, 2008 to October 10, 2008

Surveying Services

Phase/Description	Contract Amount	Percent Complete	Billed To Date	Previous Billed	Current Billing
205 Topographic Survey	3,200.00	100.00	3,200.00	3,200.00	0.00
202 Set Missing Boundary Corners	500.00	100.00	500.00	0.00	500.00
Total Fee	3,700.00		3,700.00	3,200.00	500.00
		Total Fee			**500.00**

Total Amount Due **$500.00**

Approved By: _____
Keith Monroe

FM2067

STOA

STOA International Architects, Inc.
6213 Skyline Drive, Suite 200
Houston, Texas 77057-7007

713-995-8784 tel
713-995-8765 fax

OK to pay
1-27-09

October 31, 2008

INVOICE
NO.: 2003-003-CA1

Mr. Donald G. Brady
Director of Facilities and Planning
Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471

PO # 14475
R # 48894
(line 2)

Fort Bend County Library
Architectural Services

STOA Project No. 2003-003

FOR BILLING PERIOD ENDING:	**October 31, 2008**	
Architectural Services: Basic Services -	**$ 360,000.00**	
Schematic Design:		
$ 54,000.00 X 100.00% Complete		**$ 54,000.00** ✓
Design Development:		
$ 72,000.00 X 100.00% Complete		**72,000.00** ✓
Contract Documents:		
$ 144,000.00 X 100.00% Complete		**144,000.00** ✓
Construction Services:		
$ 90,000.00 X 7.14% Complete		**6,428.57**
(1 of 14 payments)		
Total Earned To Date		**$ 276,428.57**
LESS: Previous Billings		**(270,000.00)**
TOTAL FEES DUE THIS INVOICE		**$ 6,428.57**

Overhead

C. C. Lee, AIA President
STOA International Architects, Inc.

NOV 0 4 2008

FM2185

STOA

STOA International Architects, Inc.
6213 Skyline Drive, Suite 200
Houston, Texas 77057-7007

713-995-8784 tel
713-995-8765 fax

November 30, 2008

INVOICE
NO.: 2003-003-CA2

PO# 14475
R# 48895 (line 2)

Mr. Donald G. Brady
Director of Facilities and Planning
Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471

1-27-09

Fort Bend County Library
Architectural Services

DEC 10 2008

STOA Project No. 2003-003

FOR BILLING PERIOD ENDING:	**November 30, 2008**		
Architectural Services: Basic Services -		**$ 360,000.00**	
Schematic Design:			
$ 54,000.00 X	**100.00% Complete**		**$ 54,000.00**
Design Development:			
$ 72,000.00 X	**100.00% Complete**		**72,000.00**
Contract Documents:			
$ 144,000.00 X	**100.00% Complete**		**144,000.00**
Construction Services:			
$ 90,000.00 X	**14.29% Complete**		**12,857.14**
(2 of 14 payments)			
Total Earned To Date			**$ 282,857.14**
LESS: Previous Billings			**(276,428.57)**
TOTAL FEES DUE THIS INVOICE			**$ 6,428.57**

C. C. Lee, AIA President
STOA International Architects, Inc.

FM 90014

STOA

STOA International Architects, Inc.
6213 Skyline Drive, Suite 200
Houston, Texas 77057-7007

713-995-8784 tel
713-995-8765 fax

December 31, 2008

INVOICE
NO.: 2003-003-CA3

PO # 14475
R # 48696
(line 2)

Mr. Donald G. Brady
Director of Facilities and Planning
Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471

OK to pay
1-27-09

Fort Bend County Library
Architectural Services

STOA Project No. 2003-003

FOR BILLING PERIOD ENDING:			**December 31, 2008**	
Architectural Services: Basic Services -			**$ 360,000.00**	
Schematic Design:				
$ 54,000.00	**X**	**100.00%**	**Complete**	**$ 54,000.00**
Design Development:				
$ 72,000.00	**X**	**100.00%**	**Complete**	**72,000.00**
Contract Documents:				
$ 144,000.00	**X**	**100.00%**	**Complete**	**144,000.00**
Construction Services:				
$ 90,000.00	**X**	**21.43%**	**Complete**	**19,285.71**
(3 of 14 payments)				
Total Earned To Date				**$ 289,285.71**
LESS: Previous Billings				**(282,857.14)**
TOTAL FEES DUE THIS INVOICE				**$ 6,428.57**

C. C. Lee, AIA President
STOA International Architects, Inc.

JAN 05 2009

Dawn

15 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, 2008
Court Agenda Date: ~~January 13~~ Feb 3, 2008
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 3, in the amount of $11,028.00, from AutoArch Architects, LLC for Architectural Services preformed for the Pct 3 Annex.

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-06PCT3

DESCRIPTION OF LAWSON ACCOUNT: Pct. 3 Service Center

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.**

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Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
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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 90065

AUTOARCH
ARCHITECTS

Mr. Don Brady
Fort Bend County
Facilities and Planning Department
Director
1402 Band Road, suite 100
Rosenberg, TX 77471

PO# 23959
R# 49142

January 20, 2009
P O No: 23959
Invoice No: 3

Project: Precinct 3 Annex Project
Professional Services

Estimated Construction cost
Fee: $145,000.00+ $10,000.00 Reimbursable

Total Fee

Billing Phase	Percent Of Fee	Fee	Percent Complete	Earned
Schematic Design	15.00	$ 21,750.00	50.00	$ 10,875.00
			100.00	$ 10,875.00
Design Development	15.00	$ 21,750.00	50.00	**$ 10,875.00**
Construction Documents	35.00	$ 50,750.00	0.00	$ 0.00
			0.00	$ 0.00
			0.00	$ 0.00
			0.00	$ 0.00
Bidding & Negotiation	5.00	$ 7,250.00	0.00	$ 0.00
Construction Admin.	30.00	$ 43,500.00	0.00	$ 0.00
Reimbursable not to exceed		$ 10,000.00	0.00	$ 153.00 ✓
MC Architectural review				
Printing and Deliveries				

Total Earned	$ 32,778.00
Previous Fee Billing	$ 10,875.00
Current Fee Billing	**$ 11,028.00**

Total Fee

Total this invoice **$ 11,028.00**

Please make checks payable to:
AUTOARCH Architects LLC
6200 Savoy, Suite 100
Houston, TX 77036

FM 90065

AUTOARCH
ARCHITECTS

Mr. Don Brady
Fort Bend County
Facilities and Planning Department
Director
1402 Band Road, suite 100
Rosenberg, TX 77471

January 20, 2009
P O No: 23959
Invoice No: 3

Project: Precinct 3 Annex Project
Professional Services

Estimated Construction cost.
Fee: $145,000.00+ $10,000.00 Reimbursable

Total Fee

Billing Phase	Percent Of Fee	Fee	Percent Complete	Earned
Schematic Design	15.00	$ 21,750.00	50.00	$ 10,875.00
			100.00	$ 10,875.00
Design Development	15.00	$ 21,750.00	50.00	$ 10,875.00
Construction Documents	35.00	$ 50,750.00	0.00	$ 0.00
			0.00	$ 0.00
			0.00	$ 0.00
			0.00	$ 0.00
Bidding & Negotiation	5.00	$ 7,250.00	0.00	$ 0.00
Construction Admin.	30.00	$ 43,500.00	0.00	$ 0.00
Reimbursable not to exceed		$ 10,000.00	0.00	$ 153.00 ✓
MC Architectural review				
Printing and Deliveries				
		Total Earned		$ 32,778.00
		Previous Fee Billing		$ 10,875.00
		Current Fee Billing		$ 11,028.00
		Total Fee		
		Total this invoice		$ 11,028.00

Please make checks payable to:
AUTOARCH Architects LLC
6200 Savoy, Suite 100
Houston, TX 77036

Approved

6200 Savoy # 100 Houston, Texas 77036 Ph 713 952 3366 Fax 713 952 5002

FM 9CC65

Fort Bend Precinct 3 Annex
November-December 2008

DISPATCH RIDERS (Courier Service)

Date	From	To	Type	Cost
TOTAL				

Ridgways/NPI (Reproduction Services)

Date	Description	Cost
12/16/08	32-548175	$ 133.00
TOTAL		**$ 133.00**

Fort Bend County

11/14/08	Permit Fee	$ 20.00
TOTAL		**$ 153.00**

Ridgway's
THE IMAGE COMMUNICATIONS TEAM

ARC
An American Reprographics Company

REMIT TO:
RIDGWAY'S HOUSTON
P.O. BOX 842146
DALLAS, TX 75284-2146
Phone: (713) 988-9200
Fax: (713) 988-9844
TaxId: 74-603-6592

INVOICE

INVOICE NUMBER
32-548175

Order: 990810
Date: 12/16/2008
Time: 8:58AM

BILL TO:

AUTOARCH ARCHITECTS
(AAI)
6200 SAVOY #100
HOUSTON TX 77036

05498

SHIP TO:

AUTOARCH-FORT BEND COUNTY
.
6200 SAVOY #130
HOUSTON TX 77036
Phone: (713)952-3366

ATTN: LINA SABOUNI

Ordered By
MIKE SHIMMER

Project Number	Ship Via	Salesman	Invoiced By
ANNEX 3	Our truck	SEAN GRACE	SANDY FLORES

INVOICE

TERMS: Net 30 Days

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY SHIPPED	QUANTITY BACK ORDERED	UNIT PRICE	EXTENSION
1632.06	ECO-DIGITAL BOND-FIRST PRINT 1 set of 70(24x36) 420 sq ft	SF	420			63.00
1632.01	ECO-DIGITAL BOND PRINT 1 set of 70(24x36) 420 sq ft	SF	420			63.00
1625.01	PAPER STRIP & STAPLE - LDC	ST	2		2.00	4.00
1625.02	REBIND ORIGINALS - LDC	ST	1		3.00	3.00

Notes

DIRECT TO BOARD PRINTING NOW AVAILABLE AT RIDGWAY'S!
ASK US ABOUT THIS SERVICE

GO GREEN WITH RIDGWAY'S!
Please join Ridgway's in our commitment
to environmental responsibility by
utilizing our GREEN products & services.
Call now for more information.

Fuel Surcharge: No Charge

GROSS AMOUNT	TAX %	TAX AMOUNT	FREIGHT CHARGES	TOTAL AMOUNT DUE
133.00				$133.00

RECEIVED IN GOOD CONDITION
X _____ DATE _____ TIME _____

Late Charges of 1.5% per month, equal to 18% annually, will be applied to past due balance.

15C

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 28, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: February 3, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 25581, in the amount of $1,210.00, from Accessible Design Solutions for Professional Services rendered for the Gus George Academy.

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-06GUSGEOR

DESCRIPTION OF LAWSON ACCOUNT: Gus George Academy

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.**

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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)
☒	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

FM90039

Accessible Design Solutions

22 Waugh Drive, Suite 350
Houston, TX 77007

Invoice

Date	Invoice #
1/12/2009	09-0006

Bill To
Fort Bend County County Auditor 301 Jackson Richmond, TX 77469

PO# 25581
R# 49141

P.O. No.	Terms	Project
25581	Net 30	

Quantity	Description	Rate	Amount
1	09-0006 / A9803202 - Fort Bend County Gus George Training Academy	1,210.00	1,210.00

Total $1,210.00

FM90039

Accessible Design Solutions

22 Waugh Drive, Suite 350
Houston, TX 77007

Invoice

Date	Invoice #
1/12/2009	09-0006

Bill To
Fort Bend County County Auditor 301 Jackson Richmond, TX 77469

P.O. No.	Terms	Project
25581	Net 30	

Quantity	Description	Rate	Amount
1	09-0006 / A9803202 - Fort Bend County Gus George Training Academy	1,210.00	1,210.00

Approved

Total $1,210.00

15 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 28, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: February 3, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 599578, in the amount of $678.00, from PSI for Materials Testing Services rendered for the Tax Assessor/Collector Facility

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-06TAXOFF

DESCRIPTION OF LAWSON ACCOUNT: Tax A/C Facility

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

PM90660

Information To Build On

Engineering • Consulting • Testing

Professional Service Industries, Inc.
www.psiusa.com

PSI
Houston, TX USA
(713) 224-2047

Federal ID 37-0962090

Mail To: ATTN: DON BRADY
FORT BEND COUNTY
1402 BAND ROAD
SUITE 100
ROSENBERG TX 77471
USA

PC#2961
R#49140

Bill To: FORT BEND COUNTY
1402 BAND ROAD
SUITE 100
ROSENBERG TX 77471
USA

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1000661		201-80053	12/31/08	599578	0001

Project: TAX ASSESSOR COLLECTION OFFICE RICHMOND, TEXAS

Date	Rpt #	Description	Quantity	Unit Cost	Amount
12/16/08	0068	CERTIFIED WELDING INSP/HR	4.00	72.00	288.00
12/16/08	0068	VEHICLE CHARGE - PER HOUR	4.00	8.00	32.00
12/16/08	0068	PROJECT MANAGER (HR)	.20	95.00	19.00
12/22/08	0069	CERTIFIED WELDING INSP/HR	4.00	72.00	288.00
12/22/08	0069	VEHICLE CHARGE - PER HOUR	4.00	8.00	32.00
12/22/08	0069	PROJECT MANAGER (HR)	.20	95.00	19.00
				Invoice Total:	678.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

To assure proper credit to your account, please return this remittance stub with your check made payable to Professional Service Industries, Inc.

Please mail remittance to:

Professional Service Industries, Inc.
PO Box 71168
Chicago, IL 60694-1168

Customer #	Invoice #	Project Number	Amount Enclosed
1000661	599578	201-80053	$ 678.00

AS PER ORIGINAL

FM 90660

PSI Information To Build On

Engineering • Consulting • Testing

Professional Service Industries, Inc.

www.psiusa.com

PSI
Houston, TX USA
(713) 224-2047

Federal ID 37-0982090

Mail To: ATTN: DON BRADY
FORT BEND COUNTY
1402 BAND ROAD
SUITE 100
ROSENBERG TX 77471
USA

Bill To: FORT BEND COUNTY
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SUITE 100
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				Invoice Total:	678.00

Approved

JAN 0 2 2009

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PO Box 71168
Chicago, IL 60694-1168

Customer #	Invoice #	Project Number	Amount Enclosed
1000661	599578	201-80053	

PSI Information To Build On
Engineering • Consulting • Testing

DAILY FIELD REPORT

TESTED FOR:	Don Brady Fort Bend County Facilities Mngmnt/Planning 1402 Band Road Rosenberg, Tx 77471	PROJECT:	Tax Assessor Collection Office 1317 Ranson Road Richmond, Texas
			REVISION #1
DATE:	December 16, 2008	PSI REPORT NO.:	201-80053-68

WEATHER:

TEMPERATURE RANGE: --- TO: ---

TIME: 03:40 pm - 07:00 pm

INSPECTOR: D. Flynn

TYPE OF INSPECTION BEING PERFORMED

____ SOILS	____ CONCRETE
____ FOUNDATIONS	____ BATCH PLANT
____ CONTROLLED FILL (COMPACTION)	____ PLACEMENT (JOB SITE)
____ _____	____ _____
____ ASPHALT	__X__ OTHER
____ BATCH PLANT	__X__ CERT WELDING INSP
____ PLACEMENT (JOB SITE)	__X__ STRUCTURAL STEEL
____ _____	____ _____

BRIEF RESUME OF WORK ACCOMPLISHED THIS DATE:

A representative of Professional Service Industries, Inc. (PSI) arrived as scheduled at the above referenced project to perform a structural steel inspection.

Results of today's inspections are attached.

Respectfully submitted,
Professional Service Industries, Inc.

Glenn Cebrun
Department Manager

cc: 1-Above, 1-Invoice Back-up

REPORTS MAY NOT BE REPRODUCED, EXCEPT IN FULL, WITHOUT WRITTEN PERMISSION BY PROFESSIONAL SERVICE INDUSTRIES, INC.

Professional Service Industries, Inc. • 1714 Memorial Drive • Houston, TX 77007 • Phone 713/224-2047 • Fax 713/224-1904

REPORT OF STRUCTURAL STEEL INSPECTION

Tested for: Fort Bend County
1402 Band Road, Suite 100
Rosenberg, Texas 77471

Project Name: Tax Assessor Collection Office
Richmond, Texas

Date: December 16, 2008

Project No.: 201.80053 - 68

On 12/16/08, a representative of Professional Service Industries, Inc. (PSI) arrived as scheduled at the above referenced project in order to perform a structural steel inspection.

An inspection of the Roof Deck to metal truss was performed. The results are as follows:

Item Description	Location	Fastener	Results
Roof Deck (Field)	1 / A to 1 / K & G.2 / 3.8 to C.5 / 3.8	#12 TEK	Per Dwg.
Roof Deck (Sidelap)	1 / A to 1 / K & G.2 / 3.8 to C.5 / 3.8	#12 TEK	Per Dwg.
Roof Deck (Perimeter)	1 / A to 1 / K & G.2 / 3.8 to C.5 / 3.8	#12 TEK	Per Dwg.
Roof Deck (Field)	1 / A to G / A to B / 5.2 to B /2	#12 TEK	Per Dwg.
Roof Deck (Sidelap)	1 / A to G / A to B / 5.2 to B /2	#12 TEK	Per Dwg.
Roof Deck (Perimeter)	1 / A to G / A to B / 5.2 to B /2	#12 TEK	Per Dwg.

If you have any questions or require additional information, please contact our office at your convenience.

Technician: Dennis J. Flynn – CWI

Respectfully submitted,
Professional Service Industries, Inc.

Michael D. Phares, CWI
District Manager, NDE

[psi]

PSI Information To Build On
Engineering • Consulting • Testing

DAILY FIELD REPORT

TESTED FOR:	Don Brady Fort Bend County Facilities Mngmnt/Planning 1402 Band Road Rosenberg, Tx 77471	PROJECT:	Tax Assessor Collection Office 1317 Ranson Road Richmond, Texas
			REVISION #1
DATE:	December 22, 2008	PSI REPORT NO.:	201-80053-69

WEATHER:

TEMPERATURE RANGE: --- TO: ---

TIME: 06:15 am - 10:00 am

INSPECTOR: A. Clayton, CWI

TYPE OF INSPECTION BEING PERFORMED

_____ SOILS	_____ CONCRETE
_____ FOUNDATIONS	_____ BATCH PLANT
_____ CONTROLLED FILL (COMPACTION)	_____ PLACEMENT (JOB SITE)
_____ _____	_____ _____
_____ ASPHALT	__X__ OTHER
_____ BATCH PLANT	__X__ CERT WELDING INSP
_____ PLACEMENT (JOB SITE)	__X__ DECK INSPECTION
_____ _____	_____ _____

BRIEF RESUME OF WORK ACCOMPLISHED THIS DATE:

A representative of Professional Service Industries, Inc. (PSI) arrived as scheduled at the above referenced project to perform a deck inspection.

Results of today's inspections are attached.

Respectfully submitted,
Professional Service Industries, Inc.

Glenn Cebrun
Department Manager

cc: 1-Above, 1-Invoice Back-up

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Professional Service Industries, Inc. • 1714 Memorial Drive • Houston, TX 77007 • Phone 713/224-2047 • Fax 713/224-1904

REPORT OF DECK INSPECTION

Tested for: Fort Bend County
1402 Band Road, Suite 100
Rosenberg, Texas 77471

Project Name: Tax Assessor Collection Office
Richmond, Texas

Date: December 22, 2008

Project No.: 201.80053 - 69

On 12/22/08, a representative of Professional Service Industries, Inc. (PSI) arrived as scheduled at the above referenced project in order to perform a deck inspection. The results of this day's inspection are as follows:

Deck Inspection

Item Description	Location	Fastener Type	Results
Deck to Light Gauge Support	Column Line A to K at 4 to 6 South Side	#10 TEK Screws	Screw Pattern Per Dwg.
Deck to Light Gauge Support	Column Line G.1 to K at 1 to 6 East Side	#10 TEK Screws	Screw Pattern Per Dwg.

If you have any questions or require additional information, please contact our office at your convenience.

Technician: Anthony Clayton – CWI

Respectfully submitted,
Professional Service Industries, Inc.

Michael D. Phares, CWI
District Manager, NDE

psi

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

Date Submitted: 1-28-09
Submitted By: Robin Vrana, Admin. Assist.
Department: County Treasurer
Court Agenda Date: 2/3/09
Phone Number: 281-238-3225

SUMMARY OF ITEM:
Authorize payment of invoice for work performed by consultants and/or contractors as listed on Board Report for Flood Control Water Supply Corporation Monthly bills, Approved on January 28, 2009 at the Regular Board Meeting in the amount of $111,262.54, of which $104,512.54 is for Big Creek and $6,750.00 is for Oyster Creek.
(Fund: 728497888-63000) Big Creek (Fund: 726497888-63000) Oyster Creek

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

List Supporting Documents Attached: Summary of Invoices for Fort Bend Flood Control Water

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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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:

Authorize payment as indicated above.

Special Handling Requested (specify):

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

SUMMARY OF INVOICES FOR BOARD APPROVAL

January 28, 2009

		GRAND TOTALS	BIG CREEK	OYSTER CREEK
ADMINISTRATIVE COSTS				
A J COLBERT		100.00	100.00	
JIM CONDREY		100.00	100.00	
LEONARD E GURECKY		100.00	100.00	
DON RUSSELL		100.00	100.00	
MIKE STONE		100.00	100.00	
ALLEN BOONE HUMPHRIES ROBINSON, LLP	30301	3,612.98	982.86	
	29180		2,630.12	
ANCO-McDONALD WATERWORKS	3396	6,196.00	6,196.00	
PAMELA M. LOGSDON, CPA	21351	942.46	942.46	
NULL-LAIRSON, PC	20212312008	13,500.00	6,750.00	6,750.00
PROSPERITY BANK	30-Sep-08	114.10	40.00	
	31-Oct-08		36.00	
	30-Nov-08		38.10	
SUGAR CREEK COUNTRY CLUB	28-Jan-09	0.00		PENDING
TOTAL ADMINISTRATIVE COSTS		24,865.54	18,115.54	6,750.00
ENGINEERING and CONSTRUCTION COSTS				
FT BEND COUNTY DRAINAGE DISTRICT	FEB - APR 30,09	81,767.00	81,767.00	
TX COMMISSION ON ENVIRON QUALITY		0.00		
WETLAND TECHNOLOGIES CORPORATION	09-001	4,530.00	4,530.00	
TOTAL INVOICES FOR APPROVAL		**$111,162.54**	**$104,412.54**	**$6,750.00**
PROJECTED CASH, JANUARY 28, 2009	[4]	**$4,392,770**	**$ 4,267,514**	**$ 125,256**

28-Jan-09 01:58 PM

Pamela M. Logsdon
Certified Public Accountant
5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092
713.934.9107 713.934.9110 Fax 713.934.9443 pmlogsdon@sbcglobal.com

AS PER ORIGINAL

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
SUMMARY OF BIG CREEK PROJECT COSTS
DECEMBER 1, 2004 through JANUARY 28, 2009

	Actual	Budget	$ (Under) Over Budget	
03000 · BIG CREEK SEGMENT 3-CONST & ENG	1,579,082.33	1,692,921.26	(113,838.93)	
04000 · BIG CREEK SEGMENT 4-CONST & ENG	126,107.65	1,957,855.00	(1,831,747.35)	
05000 · BIG CREEK SEGMENT 5-CONST & ENG	13,000.00	1,776,878.00	(1,763,878.00)	
99000 · ADMINISTRATION	501,964.82	710,237.00	(208,272.18)	
01000 · DROP STRUCTURE/EROSION CONTROL	3,871,034.21	3,871,034.21	0.00	FINAL
02000 · BIG CREEK SEGMENT 2-CONST & ENG	3,259,199.75	3,259,199.75	0.00	FINAL
81000 · WATERSHED STUDY-DODSON	263,072.36	263,072.36	0.00	FINAL
83000 · BIG CREEK BRIDGES/DESIGN Ph II	1,719,585.90	1,719,585.90	0.00	FINAL
TOTAL BIG CREEK PROJECT	11,333,047.02	15,250,783.48	(3,917,736.46)	
PROJECTED CASH, JANUARY 28, 2009			4,267,514.15	
PROJECTED SURPLUS (DEFICIT) CASH FOR BIG CREEK PROJECT			$ 349,777.69	

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - SEGMENT 3 [03]

	Dec 1, '04 - Jan 28, 09	Budget	$ Over Budget
03000 · BIG CREEK SEGMENT 3-CONST & ENG			
03010 · CONSTRUCTION - SEGMENT 3			
03011 · FT BEND COUNTY DRAINAGE DIST	1,168,093.00	1,168,093.00	0.00
03030 · ENGINEERING - SEGMENT 3			
03031 · BASE FEE - ENGINEERING	207,673.19	207,673.19	0.00
03036 · ADDITIONAL SERVICES-ENGINEERING	102,203.07	102,203.07	0.00
03090 · RIGHT-OF-WAY SEGMENT 3			
03091 · EASEMENTS [1]	73,332.33	111,680.00	(38,347.67)
03093 · LEGAL	27,780.74	103,272.00	(75,491.26)
Total · BIG CREEK SEGMENT 3-CONST & ENG	1,579,082.33	1,692,921.26	(113,838.93)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - SEGMENT 4 [04]

	Apr 1, '05 - Jan 28, 09	Budget	$ Over Budget
04000 · BIG CREEK SEGMENT 4-CONST & ENG			
04010 · CONSTRUCTION - SEGMENT 4 [1]	0.00	1,033,166.00	(1,033,166.00)
04030 · ENGINEERING - SEGMENT 4			
04039 · DODSON DESIGN STUDY	34,360.00	34,360.00	0.00
04050 · PIPELINE ADJ-SEGMENT 4 [1]	0.00	425,000.00	(425,000.00)
04060 · GEOTECHNICAL - SEGMENT 4			
04061 · GEOTECHNICAL-STUDY	700.00	700.00	0.00
04070 · WETLANDS PERMITS-SEGMENT 4 [1]			
04071 · WETLAND CONSULTING-WET TECH [2]	71,297.65	83,311.66	(12,014.01)
04073 · SURVEY-WETLAND DELINEATION [3]	19,750.00	19,750.00	0.00
04070 · WETLANDS PERMITS-SEGMENT 4 [1] - Other	0.00	133,088.34	(133,088.34)
04090 · RIGHT-OF-WAY - SEGMENT 4 [1]	0.00	228,479.00	(228,479.00)
TOTAL · BIG CREEK SEGMENT 4-CONST & ENG	126,107.65	1,957,855.00	(1,831,747.35)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - SEGMENT 5 [05]

	Mar 1 - Jan 28, 09	Budget	$ Over Budget
05000 · BIG CREEK SEGMENT 5-CONST & ENG			
05010 · CONSTRUCTION - SEGMENT 5 [1]	0.00	896,710.00	(896,710.00)
05050 · PIPELINE ADJ - SEGMENT 5 [1]	0.00	525,000.00	(525,000.00)
05070 · WETLANDS PERMITS-SEGMENT 5 [1]	0.00	170,094.00	(170,094.00)
05071 · WETLAND CONSULTING-WET TECH [2]	13,000.00	13,000.00	0.00
05090 · RIGHT-OF-WAY - SEGMENT 5 [1]	0.00	172,074.00	(172,074.00)
Total · BIG CREEK SEGMENT 5-CONST & ENG	13,000.00	1,776,878.00	(1,763,878.00)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION
BIG CREEK - 99 ADMINISTRATION COSTS

	Oct 1, '05 - Jan 28, 09	Budget	$ Over Budget
99000 · ADMINISTRATION			
99010 · DIRECTORS FEES	40,400.00	61,000.00	(20,600.00)
99020 · LEGAL	285,774.29	405,000.00	(119,225.71)
99030 · LEGAL ASSISTANT	9,236.75	9,236.75	0.00
99040 · ACCOUNTING	66,393.06	80,000.00	(13,606.94)
99051 · BANK SERVICE CHARGES	2,717.24	3,000.00	(282.76)
99053 · AUDIT FEES	27,300.00	34,000.00	(6,700.00)
99054 · FINANCIAL ADVISOR	1,750.00	5,000.00	(3,250.00)
99055 · TCEQ FEES	310.00	5,000.00	(4,690.00)
99057 · INSURANCE	24,505.50	22,000.00	2,505.50
99059 · MISCELLANEOUS	38,728.98	42,000.25	(3,271.27)
99099 · CONTINGENCIES	4,849.00	44,000.00	(39,151.00)
Total · ADMINISTRATION	501,964.82	710,237.00	(208,272.18)

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

January 28, 2009

[1] BUDGET PROVIDED BY FORT BEND COUNTY DRAINAGE DISTRICT AND APPROVED BY BOARD MARCH 22, 2006

[2] **WETLAND TECHNOLOGIES CORPORATION**
CONTRACT AWARDED OCTOBER 25, 2006

Wetland consulting service for the purpose of amending corps of Engineers individual Permit #22017 to include the middle reach of Big Creek within Fort Bend County, located between FM 2977 and Gless-Big Creek Road - **SEGMENT 4**	$	74,411.66
CHANGE ORDER #1 - APPROVED FEBRUARY 28, 2007 - Additional mitigation design & 404 permit preparation - **SEGMENT 5**		10,000.00
CHANGE ORDER #2 - APPROVED OCTOBER 24, 2007 - **SEGMENT 5**		13,000.00
CHANGE ORDER #3 - APPROVED OCTOBER 22, 2008 - **SEGMENT 4**		8,900.00
TOTAL CONTRACT		**106,311.66**

[3] **TEXAS ENGINEERING AND MAPPING**
CONTRACT AWARDED DECEMBER 13, 2006 - **SEGMENT 4** $ 19,750.00
Survey of Wetlands Delineation along Big Creek from FM 2977 to Boothline
CONTRACT WITH FT BEND COUNTY-Reimbursed FBCDD May 23, 2007

[4] INCLUDES CUMULATIVE INTEREST EARNINGS OF

Big Creek	2,242,737.85
Oyster Creek	668,899.63
	$2,911,637.48

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: January 26, 2009

Court Date: February 3, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

FORT BEND FRESH WATER SUPPLY DISTRICT #1 – The Board of Directors of the Fort Bend County Fresh Water Supply District #1 reviewed the following at the December 17, 2008 Board Meeting: Authorize payment of Invoice Numbers 21 and 22 totaling $34,838.43 for Final Design and Invoice #59 in the amount of $2,891.90 for the Design Phase to Jacobs Carter Burgess for professional services. (Fund: FBFWSD#1, Fees)

Renewal Agreement/Appointment: YES ☐ NO ✔

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

List Supporting Documents Attached: CPA Cover page and invoices

---

FINANCIAL SUMMARY:

Budgeted Item: YES ✔ NO ☐

Funding Source: Fund: 100685888-63000 – Activity: P685-03FWS01

Requires Auditor to Certify Funds: YES ☐ NO ✔

Instructions for submitting an Agenda Request:

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

Recommendation:

The Financial Assistance Agreement between County & District became effective October 1, 2002. Expenses incurred after October 2002 will be brought forward from the Board of Directors of the District for Commissioner Court approval.

Fort Bend County Fresh Water Supply District No. 1

COUNTY JUDGE
RECEIVED
JAN 21 2009

January 16, 2009

Honorable Judge Robert E. Hebert
c/o Ann Werlein
301 Jackson
Richmond, Texas 77469

Re: Payments for the Fort Bend Co. FWSD #1 Project – Design Phase

Dear Ann,

The Board of Supervisors of the Fort Bend County Fresh Water Supply District No. 1 reviewed Invoice #59 at their regular meeting held December 17, 2008, and recommends the approval and payment of said invoice to Commissioner's Court. Note that this invoice is for the Design Phase.

We request that the attached Invoice #59 be placed on the Commissioner's Court agenda.

Please contact me if you have any questions. My number is 281-369-3150.

Sincerely,

Phyllis M. Smith Herbst CPA

Phyllis M. Smith Herbst, CPA
Bookkeeper

JACOBS
Carter Burgess

FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT NO. 1
ATTN: PHYLLIS SMITH HERBST, CPA
P.O. BOX 858
ROSHARON, TEXAS 77583

INVOICE DATE: 12/2/2008
INVOICE #: CB700893-120208
PROJECT #: CB700893

INVOICE # 59

REFERENCE: DESIGN PHASE FOR FWSD #1 WATER AND SEWER SYSTEM

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 11/21/2008

TASK	BUDGET	FEE THIS PERIOD	PREVIOUS INVOICES	% COMPLETE	TOTAL TO DATE
DESIGN PHASE ENGINEERING	$ 1,307,640.00	$ 2,891.90	$ 1,304,748.10	100.0%	$ 1,307,640.00
TOTAL	$ 1,307,640.00	$ 2,891.90	$ 1,304,748.10	100.0%	$ 1,307,640.00

LESS PREVIOUS INVOICES: $ 1,304,748.10

INVOICE AMOUNT: $2,891.90

JACOBS CARTER BURGESS APPROVAL:

DAVID DYBALA, P.E. — DATE 12/02/08

APPROVAL OF INVOICE:

FBCFWSD NO.1, PRESIDENT — DATE 12/17/08

ATTEST:

SECRETARY — DATE 12/17/08

Terms: Net 16 days: Please reference invoice # with all payments.
Remit To: Jacobs Engineering Group, Inc, c/o Bank of America, 800 Market Street Lockbox 18713F, St Louis, MO 63188-8713
ACH Payment: Bank of America Services ABA# 111 000 012, Account # 3750916030

Fort Bend County Fresh Water Supply District No. 1

January 16, 2009

Honorable Judge Robert E. Hebert
c/o Ann Werlein
301 Jackson
Richmond, Texas 77469

Re: Payments for the Fort Bend Co. FWSD #1 Project

Dear Ann,

The Board of Supervisors of the Fort Bend County Fresh Water Supply District No. 1 reviewed Invoice #21 at their regular meeting held December 17, 2008, and they reviewed Invoice #22 at their regular meeting held January 15, 2009 and recommend the approval and payment of said invoices to Commissioners Court.

We request that the attached Invoices #21 & #22 be placed on the Commissioners Court agenda.

Please contact me if you have any questions. My number is 281-369-3150.

Sincerely,

Phyllis M. Smith Herbst, CPA

Phyllis M. Smith Herbst, CPA
Bookkeeper

JACOBS
Carter Burgess

FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT No. 1
ATTN: PHYLLIS SMITH HERBST, CPA
P.O. BOX 858
ROSHARON, TEXAS 77583

INVOICE DATE: 12/3/2008
INVOICE #: CB700892-120308
PROJECT #: CB700892

INVOICE # 21

REFERENCE: PRELIMINARY ENGINEERING FOR FWSD #1 WATER AND SEWER SYSTEM

FOR PROFESSIONAL SERVICES RENDERED THRU: 11/21/2008

TASK	BUDGET	FEE THIS PERIOD	PREVIOUS INVOICES	% COMPLETE	TOTAL TO DATE
Property Ownership Research	$ 245,373.50	$ -	$ 245,373.50	100.0%	$ 245,373.50
Property Acquisition	$ 6,000.00	$ -	$ 6,000.00	100.0%	$ 6,000.00
Preliminary Engineering Report	$ 323,110.00	$ -	$ 323,110.00	100.0%	$ 323,110.00
Topographical Survey	$ 500,000.00	$ -	$ 500,000.00	100.0%	$ 500,000.00
Geotechnical Investigation	$ 402,117.11	$ -	$ 402,117.11	100.0%	$ 402,117.11
Well Study / Preliminary Investigation	$ -	$ -	$ -	0.0%	$ -
Final Design	$ 215,759.39	$ 5,624.12	$ 124,822.40	60.4%	$ 130,246.52
TOTAL	**$1,692,360.00**	**$ 5,624.12**	**$ 1,601,223.01**	**94.9%**	**$ 1,606,847.13**

LESS PREVIOUS INVOICES: $ 1,601,223.01

INVOICE AMOUNT: $5,624.12

Note 1: Invoice format modified to match contract approved at Ft Bend County commissioners court on 12/3/2002.

Fort Bend County signed an additional contract on 10/21/2003 for final design services associated with this project. This contract authorized $71,360 in unused funds from this contract for final design - $11,360.00 was deducted from the original Property Ownership Research budget and $60,000 from the Original Well Study budget.

Note 2 (In addition to Note 1 above):

Previous budgets were modified to use remaining unused funds of $144,389.39 for Final Design - $22,816.50 was deducted from the Property Ownership Research budget, $24,000 was deducted from the Property Acquisition budget, and $97,952.89 was deducted from the Geotechnical Investigation budget.

JACOBS CARTER BURGESS APPROVAL:

David Dybala Jr., P.E., Project Manager — Date: 12/03/08

Approval of Invoice:

FBCPWSD No.1, President — Date: 12/17/08

Attest:

Secretary — Date: 12/17/08

Terms: Net 15 days: Please reference invoice # with all payments.
Remit To: Jacobs Engineering Group, Inc, c/o Bank of America, 800 Market Street Lockbox 19713F, St Louis, MO 63150-8713
ACH Payment: Bank of America Services ABA# 111 000 012, Account # 3750918830

JACOBS

911 Central Parkway North, Suite 425
San Antonio, TX 78232 U.S.A.
1.210.494.0088 Fax 1.210.494.4525

FORT BEND COUNTY FRESHWATER SUPPLY DISTRICT No. 1
ATTN: PHYLLIS SMITH HERBST, CPA
P.O. BOX 858
ROSHARON, TEXAS 77583

INVOICE DATE: 1/7/2009
INVOICE #: CB700892-010709
PROJECT #: CB700892

INVOICE # 22

REFERENCE: PRELIMINARY ENGINEERING FOR FWSD #1 WATER AND SEWER SYSTEM

FOR PROFESSIONAL SERVICES RENDERED THRU: 1/2/2009

TASK	BUDGET	FEE THIS PERIOD	PREVIOUS INVOICES	% COMPLETE	TOTAL TO DATE
Property Ownership Research	$ 245,373.50	$ -	$ 245,373.50	100.0%	$ 245,373.50
Property Acquisition	$ 6,000.00	$ -	$ 6,000.00	100.0%	$ 6,000.00
Preliminary Engineering Report	$ 323,110.00	$ -	$ 323,110.00	100.0%	$ 323,110.00
Topographical Survey	$ 500,000.00	$ -	$ 500,000.00	100.0%	$ 500,000.00
Geotechnical Investigation	$ 402,117.11	$ -	$ 402,117.11	100.0%	$ 402,117.11
Well Study / Preliminary Investigation	$ -	$ -	$ -	0.0%	$ -
Final Design	$ 215,759.39	$ 29,214.31	$ 130,246.52	73.9%	$ 159,460.83
TOTAL	$1,892,360.00	$ 29,214.31	$1,606,847.13	96.7%	$ 1,636,061.44

LESS PREVIOUS INVOICES: $ 1,606,847.13

INVOICE AMOUNT: $29,214.31

JACOBS CARTER BURGESS APPROVAL:

David Dykstra Jr., P.E., Project Manager — Date 01/07/09

Approval of Invoice:

Rosa Linda Medina — PSCFWSD No.1, President — Date 1/15/09

Attest:

Secretary — Date 1/15/09

Note 1: Invoice format modified to match contract approved at Ft Bend County commissioners court on 12/3/2002.

Fort Bend County signed an additional contract on 10/21/2003 for final design services associated with this project. This contract authorized $71,360 in unused funds from this contract for final design - $11,360.00 was deducted from the original Property Ownership Research budget and $60,000 from the Original Well Study budget.

Note 2 (In addition to Note 1 above):
Previous budgets were modified to use remaining unused funds of $144,366.39 for Final Design - $22,516.50 was deducted from the Property Ownership Research budget, $24,000 was deducted from the Property Acquisition budget, and $97,892.89 was deducted from the Geotechnical Investigation budget.

Terms: Net 15 days: Please reference invoice # with all payments.
Remit To: Jacobs Engineering Group, Inc. c/o Bank of America, 800 Market Street Lockbox 16713F, St Louis, MO 63150-6713
ACH Payment: Bank of America Services ABA# 111 000 012, Account # 3750916030

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

18
A, B

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

Date Submitted: 01/27/09 **Submitted By:** Nicole Mehrens
Department: Health & Human Services / EMS
Court Agenda Date: 02/03/09 **Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Approve Renewal Mutual Aid Agreement for Emergency Medical Services between Fort Bend County and Austin County, effective for a two-year period beginning October 1, 2008 and ending September 30, 2010.

Approve Renewal First Responder Agreement between Fort Bend County and City of Stafford Fire Department, effective for a two-year period beginning October 1, 2008 and ending September 30, 2010.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING 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: Daniel Kosler, EMS		☒	County Atty.	(281-341-4557)
	Other: Dr. Galloway, HHS				

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

2-6-09 2 orig. each ret. to Nicole at Co Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICES
BETWEEN FORT BEND COUNTY AND AUSTIN COUNTY

The Interlocal Agreement, made and entered into between the **COUNTY OF FORT BEND**, acting by and through its duly authorized Commissioners Court, hereinafter referred to as "FORT BEND COUNTY", and the **COUNTY OF AUSTIN**, acting by and through its duly authorized Commissioners Court, hereinafter referred to as "AUSTIN COUNTY", **WITNESSETH:**

WHEREAS, from time to time, situations arise demanding combined efforts of two or more emergency medical services to provide service in the area of FORT BEND COUNTY and AUSTIN COUNTY: 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: and,

WHEREAS, the governing body of FORT BEND COUNTY and AUSTIN COUNTY desire to improve the provisions of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act; and,

WHEREAS, FORT BEND COUNTY and AUSTIN COUNTY, pursuant to the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Civil Statute, have determined that it would be in the best interest of FORT BEND COUNTY and AUSTIN COUNTY and the citizens thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical services of FORT BEND COUNTY and AUSTIN COUNTY; and,

WHEREAS, FORT BEND COUNTY and AUSTIN COUNTY desire to enter into a Mutual Aid Agreement of the provisions of emergency medical services;

NOW, THEREFORE, it is mutually agreed by and between FORT BEND COUNTY, acting herein by and through its duly authorized Commissioners Court, and AUSTIN COUNTY, acting herein by and through its duly authorized Commissioners Court, as follows:

ARTICLE I
Scope of Services

1.01 Services in General:
FORT BEND COUNTY and AUSTIN COUNTY agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall

be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this Agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in FORT BEND COUNTY and AUSTIN COUNTY in which it normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time.

1.02 Standard of Services:
It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II
Remuneration

2.01 Reimbursement for Services:
FORT BEND COUNTY and AUSTIN COUNTY shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for this service.

2.02 Reimbursement for Costs:
Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III
Liability

3.01 To the extent allowed by law, FORT BEND COUNTY agrees to indemnify and hold AUSTIN COUNTY harmless with respect to any claim, demand, or suit based upon any response by AUSTIN COUNTY EMERGENCY MEDICAL SERVICES arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that AUSTIN COUNTY EMERGENCY MEDICAL SERVICES is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, AUSTIN COUNTY will hold FORT BEND COUNTY harmless and indemnify FORT BEND COUNTY from costs incurred to the extent allowed by law.

3.02 To the extent allowed by law, AUSTIN COUNTY agrees to indemnify and hold FORT BEND COUNTY harmless with respect to any claim, demand, or suit based upon any response by FORT BEND COUNTY EMERGENCY MEDICAL SERVICES arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that FORT BEND COUNTY EMERGENCY MEDICAL SERVICES is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, FORT BEND COUNTY will hold AUSTIN COUNTY harmless and indemnify AUSTIN COUNTY from costs incurred to the extent allowed by law.

3.03 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situation.

3.04 It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, worker's compensation, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another parties Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV
Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective upon the date of the last signature.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement is for a two-year period, beginning **October 1, 2008** and ending **September 30, 2010**.

5.02 It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

5.03 Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below.

To Fort Bend County:

Fort Bend County
Attention: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To Austin County:

Austin County
Attention: County Judge
1 East Main
Bellville, Texas 77418

ARTICLE VI
Laws, Statutes and Ordinances

6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances, and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

ARTICLE VII
ENTIRE AGREEMENT

7.01 This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 3 day of February, 2009, in duplicate originals by order of Commissioners Court of Fort Bend County.

COUNTY OF FORT BEND

By: _____
Robert E. Hebert, County Judge

ATTEST:

_____
Dianne Wilson, County Clerk

SIGNED on this 10th day of November, 2008, in duplicate originals by the Commissioners Court of Austin County.

COUNTY OF AUSTIN

By: Carolyn Bilski
County Judge

ATTEST:

Carrie Krezar
County Clerk
By Brenda Ethers, Deputy

GDD/nh:EMS.MutualAid-AustinCounty08-10: 1341- (06/10/08)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY EMERGENCY MEDICAL SERVICE

WHEREAS, the **CITY OF STAFFORD FIRE DEPARTMENT** is recognized as an official EMS First Responder for **FORT BEND COUNTY EMERGENCY MEDICAL SERVICE** (hereinafter **FORT BEND COUNTY EMS**);

WHEREAS, FORT BEND COUNTY EMS is a licensed provider providing MICU coverage twenty-four (24) hours each day to all areas within Fort Bend County, Texas;

WHEREAS, the **CITY OF STAFFORD FIRE DEPARTMENT** is one of numerous different First Responder organizations augmenting the local EMS system;

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, **FORT BEND COUNTY EMS** and the **CITY OF STAFFORD** hereby agree as follows:

I.
SERVICES PROVIDED

1.01 It is hereby agreed and understood that **CITY OF STAFFORD FIRE DEPARTMENT** shall be utilized as a First Responder and dispatched to calls following current dispatch protocol and procedures and equipment as approved by **FORT BEND COUNTY EMS**.

1.02 **CITY OF STAFFORD FIRE DEPARTMENT** will be providing as a minimum, basic life support (BLS) and semi-automatic external defibrillator services to resuscitate and/or stabilize the patient(s) and limited advanced life support (ALS) procedures under the medical direction of Joe A. Anzaldua, M.D., PA, FAAFP. By agreement with **FORT BEND COUNTY EMS** and their EMS Medical Director, Benjamin E. Oei, M.D., FACEP, **CITY OF STAFFORD FIRE DEPARTMENT** shall be capable of initiating ALS, invasive therapy including Endotracheal Intubation, Intravenous line and pharmacological therapy necessary to resuscitate and/or stabilize the patient(s) until the arrival **FORT BEND COUNTY EMS**.

1.03 The EMS Medical Director for **CITY OF STAFFORD FIRE DEPARTMENT** is Joe A. Anzaldua, M.D., PA, FAAFP. Fire department personnel will follow Standing Delegated Orders and protocols under the supervision of Joe A. Anzaldua, M.D., PA, FAAFP as approved by **FORT BEND COUNTY EMS** Medical Director Benjamin E. Oei, M.D., FACEP.

1.04 Basic life support (BLS) functions include, but are not limited to the following: Patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging, splinting, spinal immobilization, etc.

1.05 Advanced Life Support - ALS functions include, but are not limited to advanced airway management, intravenous invasive therapies, and limited pharmacological therapy.

II.
PROVISIONS

In accordance with Emergency Medical Service Rules, Texas Administrative Codes, Title 25, Part I, Chapter 157.14, **CITY OF STAFFORD** agrees to the following:

2.01 **CITY OF STAFFORD FIRE DEPARTMENT** personnel providing patient care must be certified or licensed, in an active status, by the Texas Department of Health as an Emergency Care Attendant, Emergency Medical Technician – Basic, Emergency Medical Technician – Intermediate, Emergency Medical Technician – Paramedic, or Licensed Paramedic.

2.02 **CITY OF STAFFORD FIRE DEPARTMENT** personnel will provide patient care following Standing Delegation Orders (protocols) and equipment under the supervision of Joe A. Anzaldua, M.D., PA, as approved by FORT BEND COUNTY EMS Medical Director Benjamin E. Oei, M.D., FACEP, in accordance with their accepted scope of practice.

2.03 **CITY OF STAFFORD FIRE DEPARTMENT** will respond 24 hours per day, seven days a week.

2.04 **CITY OF STAFFORD FIRE DEPARTMENT** personnel must be identified on the scene by at least the following: name of service, name of individual, and level of EMS certification or licensure.

2.05 **CITY OF STAFFORD** will provide all necessary equipment and supplies needed to provide patient care in accordance with the protocols. Disposable or interchangeable supplies may be replaced by **FORT BEND COUNTY EMS** per current county policy. No delay in patient care will occur for the exchange of supplies.

2.06 **CITY OF STAFFORD FIRE DEPARTMENT** will respond to calls for assistance Code-3, or emergency traffic following standard dispatch procedures. The EMS Communication Center may dispatch units in a non-emergency mode and this procedure will be followed. **CITY OF STAFFORD FIRE DEPARTMENT** personnel may downgrade a responding ambulance unit not on location to a non-emergency mode if the patient's condition does not warrant an emergency response. **CITY OF STAFFORD FIRE DEPARTMENT** personnel may cancel an ambulance en route to a scene if no emergency exists on scene and no patients are located. As directed by the Medical Director of **FORT BEND COUNTY EMS,** fire department units shall be allowed to provide and carry advanced level EMS equipment to support patient care not to exceed protocols as specified and agreed upon by Benjamin E. Oei, M.D.

2.07 A First Responder Patient Care Report (written run record) shall be available to **FORT BEND COUNTY EMS** upon request. The Medical Director of **FORT BEND COUNTY EMS** will approve the Patient Care Report. **CITY OF STAFFORD FIRE DEPARTMENT** will insure that report forms are available on every scene, and properly completed for every patient, including refusal of service. A copy of the completed patient care report will be provided to **FORT BEND COUNTY EMS** within five (5) days of the request. **CITY OF STAFFORD FIRE DEPARTMENT** will maintain copies of all patient care reports.

2.08 Except as otherwise provided by law, **CITY OF STAFFORD FIRE DEPARTMENT** and personnel will be responsible for maintaining verbal and written patient confidentiality.

2.09 **FORT BEND COUNTY EMS** may assist **CITY OF STAFFORD FIRE DEPARTMENT** in developing an EMS Quality Improvement program for its personnel. **CITY OF STAFFORD FIRE DEPARTMENT** personnel will be held to the same high standards of professional ethics, behavior, demeanor, and patient care as provided by **FORT BEND COUNTY EMS** personnel.

2.10 **FORT BEND COUNTY EMS** paramedic personnel will assume complete control of patient care upon arrival at the scene and proper transfer of care including a verbal report of assessment findings and treatment rendered. **CITY OF STAFFORD FIRE DEPARTMENT** personnel will remain on the scene and assist the paramedic with patient care procedures until relieved. **CITY OF STAFFORD FIRE DEPARTMENT** personnel will not provide any procedure that is beyond their level of EMS certification or licensure, and will not perform any procedure not authorized by the EMS Medical Director of the First Responder Protocols.

2.11 **CITY OF STAFFORD FIRE DEPARTMENT** personnel may be requested to assist the paramedic in the ambulance en route to the hospital. This request will be honored so long as the **CITY OF STAFFORD FIRE DEPARTMENT**'s response territory remains with adequate coverage.

2.12 Fort Bend County, and **FORT BEND COUNTY EMS** will not be responsible for patient care rendered, training accidents, injuries, disease exposure or any liability involving **CITY OF STAFFORD FIRE DEPARTMENT** personnel, equipment, supplies, or vehicles.

III.
INDEPENDENT CONTRACTOR

3.01 In the performance of work or services hereunder, **CITY OF STAFFORD** is deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees or volunteers of **CITY OF STAFFORD** or, where permitted, of its subcontractors. **CITY OF STAFFORD** shall assume sole and exclusive responsibility for the payment of wages to employees for services performed under this agreement. **CITY OF STAFFORD** shall, with respect to said employees, be responsible for withholding federal, state, and local income taxes, paying social security taxes, unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by the State of Texas Labor Code.

3.02 **CITY OF STAFFORD** 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 Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

IV.
LIABILITY INSURANCE

4.01 The **CITY OF STAFFORD** shall, during the entire term of this agreement, keep in force and effect a policy or general liability coverage covering all aspects of its operation, in which the limits shall not be less than $1,000,000.00 for each claim in aggregate. The policy shall name Fort Bend County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Fort Bend County thirty (30) days prior written notice. The insurance shall be in a company and form acceptable to the Fort Bend County Risk Management department and a copy of the policy or certification of insurance shall be delivered to Fort Bend County on or before the date of this agreement.

4.02 In the event that **CITY OF STAFFORD's** provision for insurance is not an insurance policy, but rather a statutorily authorized "self funding" insurance coverage, then the **CITY OF STAFFORD** shall provided to the County documentation acceptable to County's Risk Management Department that the **CITY OF STAFFORD** is "self funded". Further, the **CITY OF STAFFORD** agrees to be fully responsible and liable for each and every act or omission by said Fire Department, its employees, officers, directors, volunteers, its contractors or subcontractors, in any way relating to the providing of services or otherwise relating to this agreement.

V.
TERM

5.01 The term of this Agreement shall be for a two-year period, beginning **October 1, 2008** and ending **September 30, 2010**, unless terminated or amended by either party.

5.02 This agreement may be terminated for any reason, by either party, by giving thirty (30) days written notice to the other party.

5.03 This agreement must be renewed in writing by the parties. Otherwise, the same automatically terminates on such dates.

VI.
MISCELLANEOUS

6.01 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

6.02 Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

6.03 Neither party may assign any rights nor obligations under this agreement without the prior written consent of the other party to the agreement.

6.04 In the event of one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.05 The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

VII.
NOTICES

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

To **COUNTY**:

FORT BEND COUNTY EMS
Attention: Daniel Kosler, Director
4336 Highway 36
Rosenberg, Texas 77471

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

To **CITY OF STAFFORD**: **STAFFORD FIRE DEPARTMENT**
Attention: Fire Chief
2610 S. Main Street
Stafford, Texas 77477

7.02 It is further agreed and understood the Fort Bend County and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

This agreement shall be effective on the date signed by the last party hereto.

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: 2-3-09

Attest:

_____
Dianne Wilson, County Clerk

FORT BEND COUNTY
EMS MEDICAL DIRECTOR

By : _____
Benjamin Oei, M.D., FACEP

Date: 01/29/2009

CITY OF STAFFORD

By : _____
Leonard Scarcella, Mayor

Attest:

Date: December 17, 2008

_____
Witness

CITY OF STAFFORD
MEDICAL DIRECTOR

By : _____
Joe A. Arzaldua, M.D., PA, FAAFP

Date: 12/29/08

GDD/nh:FRA.Advanced.Stafford: 1341- (06/10/08); revised 12/02/08

19 A, B

FORT BEND COUNTY FY 2009
AGENDA REQUEST FORM

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

Date Submitted: January 28, 2009	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: February 3, 2009	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Approve withdrawal applications from the Shared Sick Leave Pool as follows:
urs
Employee of Road and Bridge, Position # 6111-0036 58 hours
Employee of Constable, Prct. 3, Position # 5503-0014 160 hours

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 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)
x	Other: Drainage		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: Kathy Novosad
Human Resources Generalist

SUBJECT: Commissioners Court Agenda Item
Withdrawal Applications, Shared Sick Leave Pool

DATE: January 28, 2009

As provided by Section 712 of the Fort Bend County Employee Information Manual, Shared Sick Leave Pool, the administrative committee of the Pool is submitting this request for the February 3 session of Commissioners Court. Two employees have submitted requests to withdraw hours from the Pool to cover absences due to their own serious health condition.

The committee has reviewed the withdrawal applications and found the employees to be eligible to withdraw hours from the Pool. The committee recommends withdrawals as follows:

Employee of Road and Bridge, Position #6111-0036 58 hours
Employee of Constable, Prct. 3, Position # 5503-0014 160 hours

The withdrawal requests are attached. Please contact Kathy Novosad at 281-341-8624 if you have any questions.

FORT BEND COUNTY
SHARED SICK LEAVE POOL WITHDRAWAL FORM

TO: Shared Sick Leave Pool Administrator
c/o Human Resources Department

FROM: DEPARTMENT NAME: Road and Bridge-6111

DATE: January 23, 2009

SUBJECT: Withdrawal from Shared Sick Leave Pool

I am requesting approval to withdraw sick leave from the Shared Sick Leave Pool for the purpose of covering time spent away from work due to my serious medical condition. I estimate that the amount of sick leave needed will be maximum hours.

I am a member of the Shared Sick Leave Pool, having made the minimum donation of 8 hours of sick leave. I understand that I must first exhaust all of my own accrued sick and vacation leave prior to withdrawing from the Pool. I also understand that I must meet the criteria as specified in Section 712, Shared Sick Leave Pool, of the Employee Information Manual, in order to withdraw from the Pool.

I have attached the FMLA form *Certification of Health Care Provider* in support of my request.

Requestor's Signature: In Hospital Date: January 23, 2009

Department Head Signature: Mary A. Nft Date: 1/26/09

For Pool Admin Use Only	
Date of committee review: 1/27/09	
Court approval date:	
Payroll notified:	
Department notified:	
Employee notified:	

Current Position:	HEO, Road and Bridge
Length of Service:	11 yr 6 mo
Date began FMLA:	12/12/2009
FMLA expires:	3/6/2009
Sick Leave used:	50
Vacation used:	163
Comp time used:	0
Involuntary LOA:	n/a

FORT BEND COUNTY
SHARED SICK LEAVE POOL WITHDRAWAL FORM

TO: Shared Sick Leave Pool Administrator
c/o Human Resources Department

FROM: / DEPARTMENT NAME: Constable, Precinct 3

DATE: 01-14-2009

SUBJECT: Withdrawal from Shared Sick Leave Pool

I am requesting approval to withdraw sick leave from the Shared Sick Leave Pool for the purpose of covering time spent away from work due to my serious medical condition. I estimate that the amount of sick leave needed will be 160 hours.

I am a member of the Shared Sick Leave Pool, having made the minimum donation of 8 hours of sick leave. I understand that I must first exhaust all of my own accrued sick and vacation leave prior to withdrawing from the Pool. I also understand that I must meet the criteria as specified in Section 712, Shared Sick Leave Pool, of the Employee Information Manual, in order to withdraw from the Pool.

I have attached the FMLA form *Certification of Health Care Provider* in support of my request.

Requestor's Signature: _____ Date: 01-14-2009

Department Head Signature: Rob Cook Date: 1-21-9

For Pool Admin Use Only	
Date of committee review: 1/27/09	
Court approval date:	
Payroll notified:	
Department notified:	
Employee notified:	

Current Position:	Sergeant, Constable
Length of Service:	14 yr., 5 mo.
Date began FMLA:	10/22/2008
FMLA expires:	1/14/2009
Sick Leave used:	147
Vacation used:	156
Comp time used:	0
Ext. Sick Leave:	98
Involuntary LOA:	1/15/2009

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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 February 3, 2009

Consent Agenda:

1. Authorize advertising for bids for fasteners and miscellaneous shop supplies. 20A

2. Accept bond for Purchasing Agent, Gilbert Jalomo. 20B

OLD REPUBLIC SURETY COMPANY
P O BOX 569480
DALLAS, TX 75356-9480

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO- 904479	PURCHASING AGENT	5,000	3/29/2009	3/29/2011

PRINCIPAL

JALOMO, GILBERT D., JR.
500 LIBERTY
SUITE 103
RICHMOND, TX 77469

OBLIGEE

FORT BEND COUNTY

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS NINTH DAY OF NOVEMBER, 2008

89-4693
GRAYLESS INS. AGENCY, LLC
P O BOX 400
RICHMOND, TX 77406 0400

OLD REPUBLIC SURETY COMPANY
SURETY

By Phyllis M Johnson
ASSISTANT SECRETARY

ORSC 22054 (8/94)

AGENDA ITEM

21

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: 01/27/09	**Submitted By:** Nicole Mehrens
	Department: ROAD & BRIDGE
Court Agenda Date: 02/03/09	**Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Approve Fuel Agreements, effective through September 30, 2009, between Fort Bend County and: (4) Fort Bend County Seniors Meals on Wheels & Much, Much More, Inc.; (3) Texana Center, and (2) Village of Pleak. (1) City of Richmond

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING 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: Marc Grant, Road & Bridge		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

2-6-09 orig. ret. to Nicole at Co Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF RICHMOND

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 **City of Richmond**, a municipal corporation of the State of Texas, acting herein by and through their City Council ("**City**")

WHEREAS, City desires the **County's** assistance in the refueling of its vehicles; and

WHEREAS, the **County** desires to assist **City** by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of **City** 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 **City** gasoline through a system designed to ensure accountability by **City** 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 **City**. **City** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

City 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 **City'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.

City further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **City** will be given notice of the reduced amount for **City'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 **City**.

IV.
LIABILITY COVERAGE

City 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
Richmond, Texas 77469
Attn: County Judge

Notices to **City** shall be delivered to:

City of Richmond
402 Morton Street
Richmond, Texas 77469
Attn: City Manager

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

CITY OF RICHMOND

ATTEST:
Mona Matak
City Secretary

By: Helen M. Moore
Date: 1/20/09

FORT BEND COUNTY

ATTEST:
Dianne Wilson, County Clerk

By:
Robert E. Hebert, County Judge
Date: 2-3-09

GDD/nh: Fuel agr.RICHMOND: 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 CITY OF RICHMOND

On this the 3 day of Feb., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, 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 **City of Richmond** for the 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

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

TML INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TML-IRP Contract Number:	6976

Member

Richmond
Ms Terri Vela
Finance Director
402 Morton St
Richmond,Texas 77469-3198

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
Fort Bend County
309 S 4th St.
Richmond, TX 77469-3597

COPY

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2008	Real & Personal Property	Effective Date:	
	Anniversary Date:	10/1/2009		Anniversary Date:	
Limits of Liability (Each Occurrence):		$2,000,000	Limits of Coverage:		
Pollution Events Involving Pollution (Each Occurrence):		$2,000,000	Deductible per Occurrence:		
General Aggregate:		$4,000,000	Mobile Equipment	Effective Date:	
Deductible per Occurrence:		$1,000		Anniversary Date:	
Law Enforcement Liability	Effective Date:		Limits of Coverage:		
	Anniversary Date:		Deductible per Occurrence:		
Limits of Liability (Each Occurrence):			Boiler & Machinery - Broad Form	Effective Date:	
General Aggregate:				Anniversary Date:	
Deductible per Occurrence:			Per Accident Limit:		
Errors and Omissions Liability	Effective Date:		Deductible per Occurrence:		
	Anniversary Date:			Yes	No
Limits of Liability(Each Wrongful Act):			Mortgagee		
Annual Aggregate:			Loss Payee		
Deductible per Occurrence:			Loan Number:		
Auto Liability	Effective Date:		Year/Make/Model	VIN	Value
	Anniversary Date:				
Limits of Liability (Each Occurrence):					
Deductible per Occurrence:					
Auto Physical Damage	Effective Date:				
	Anniversary Date:				
Limits of Liability:					
Collision Deductible:					
Comprehensive Deductible:					
	Yes	No			
Loss Payee:			Loan Number:		

DESCRIPTION:
Evidence of coverage - Interlocal Agreement for Richmond Firefighters to ride in Fort Bend County EMS Ambulances

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative

Date Issued

X102

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE VILLAGE OF PLEAK

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 **Village of Pleak**, a municipal corporation of the State of Texas, acting herein by and through the Village Council ("**Village**").

WHEREAS, Village desires the **County's** assistance in the refueling of its vehicles; and,

WHEREAS, the **County** desires to assist **Village** by allowing said vehicles to be fueled at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of **Village** 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 **Village** gasoline through a system designed to ensure accountability by **Village** 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 **Village**. **Village** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

Village 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 **Village'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.

Village further agrees and understands that if **Village's** fuel supplier(s) ration, limit or reduce **Village's** fuel supply, **Village** will be given notice of the reduced amount for **Village'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 **Village**.

IV.
LIABILITY COVERAGE

Village 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 **Village** shall be delivered to:

Village of Pleak
6621 FM 2218 South
Richmond, Texas 77469
Attn: Mayor

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

VILLAGE OF PLEAK

By: Margie Krenek
Mayor

Date: 1-22-09

ATTEST: Ruth Elster
Secretary

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 2-3-09

ATTEST: _____
Dianne Wilson, County Clerk

GDD/nh:Fuel Agr.PLEAK: 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 VILLAGE OF PLEAK

On this the 3 day of Feb., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, 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 **Village of Pleak** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

TML INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TML-IRP Contract Number:	6239

Member:
Pleak
Honorable Margie Krenek
Mayor
6621 FM 2218 Rd
Richmond,Texas 77469-9075

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
Fort Bend County
309 S 4th St.
Richmond, TX 77469-3597

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability
Effective Date: 10/1/2008
Anniversary Date: 10/1/2009
Limits of Liability (Each Occurrence): $1,000,000
Sudden Events Involving Pollution (Each Occurrence): $1,000,000
Annual Aggregate: $2,000,000
Deductible per Occurrence: $0

Law Enforcement Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

Errors and Omissions Liability
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

Auto Liability
Effective Date: 10/1/2008
Anniversary Date: 10/1/2009
Limits of Liability (Each Occurrence): $1,000,000
Deductible per Occurrence: $0

Auto Physical Damage
Effective Date: 10/1/2008
Anniversary Date: 10/1/2009
Limits of Liability: ACV or Agreed Value as scheduled
Collision Deductible: $1,000
Comprehensive Deductible: $1,000

Loss Payee:	Yes	No
	X	

Real & Personal Property
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Mobile Equipment
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Boiler & Machinery - Broad Form
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
1982 Kaiser F650	0857	ACV
1980 Chevrolet R30	1003	ACV
1988 Spartan	6678	ACV
1992 Ford F350 Pickup	2578	ACV
Loan Number:		

DESCRIPTION:
Evidence of coverage - Interlocal Agreement for Ft Bend County's assistance in refueling the Village of Pleak's firetrucks

Cancellation. Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative: Angie Driscoll

Date Issued: 1/29/2009

X102
02/16/06

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

ADDITIONAL COVERED PARTY – OTHER GOVERNMENTAL ENTITY

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:

Entity Name : Pleak
Entity ID : 6239
Effective Date : 10/1/08

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. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity

Fort Bend County

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND TEXANA CENTER

THIS AGREEMENT, made and entered into by and between **FORT BEND COUNTY, TEXAS,** a body corporate and politic under the laws of the State of Texas, hereinafter called "**County**", and **TEXANA CENTER,** a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 2000), as amended, hereinafter called "**Texana**"

WHEREAS, Texana desires the **County's** assistance in the refueling of its vehicles; and

WHEREAS, the **County** desires to assist **Texana** by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of **Texana** 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 **Texana** gasoline through a system designed to ensure accountability by **Texana** 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 **Texana**. **Texana** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

Texana 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 **Texana'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.

Texana further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **Texana** will be given notice of the reduced amount for **Texana'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 **Texana**.

IV.
LIABILITY COVERAGE

Texana agrees to maintain General Liability Coverage with limits of not less than $400,000 per occurrence, $400,000 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
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

Notices to **Texana** shall be delivered to:

Texana Center
4910 Airport
Rosenberg, Texas 77471
Attention: Executive Director

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

TEXANA CENTER

By: George Patton

Title: CEO

Date: 2.2.09

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 2-3-09

ATTEST: _____
Dianne Wilson, County Clerk

GDD/nh: Fuel Agr.Texana: 1310-fuel (12/16/08; revised 01/12/09;revised 01/29/09)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT BETWEEN FORT BEND COUNTY AND TEXANA CENTER

On this the 3 day of Feb., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, 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 **Texana Center** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

TEXAS COUNCIL RISK MANAGEMENT FUND

DECLARATIONS OF COVERAGE

Member Name: Texana Center
Contract Number: 00013
Fund Year: 2008 - 2009

Declarations Effective Date: 09/01/08 12:01 AM
Declarations of Coverage Number: 1:08-09

A. WORKERS' COMPENSATION

Coverage Basis	N/A
Volunteers	N/A
Elected / Appointed Officials	N/A
Piece-Rate Client Workers	N/A
Wage-Earning Client Workers (less than minimum wage)	N/A
Annual Contributions (Estimated)	N/A
Per Claim Deductible	N/A
Annual Aggregate Deductible	N/A
Effective Date	N/A
Expiration Date	N/A
Original Inception Date	N/A

B. LIABILITY COVERAGES

Automobile Liability Coverage

Per Occurrence Limit of Liability	$ 400,000
Annual Aggregate	N/A
Deductible	$ 1,000
Annual Contribution	$ 60,981
Effective Date	09/01/08 12:01 AM
Expiration Date	09/01/09 12:01 AM
Original Inception Date	09/01/88 12:01 AM
Additional Per Occurrence and Annual Aggregate Limit of Liability in Excess of $1,000,000	N/A
Additional Contribution	N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

(END-1)

ENDORSEMENTS

Non-Owned AL Endorsement	See Endorsement Worksheet
Uninsured/Underinsured Motorists - New Rates Eff 12/31/01	See Endorsement Worksheet

General Liability Coverage

Per Occurrence Limit of Liability	$ 400,000
Annual Aggregate	$ 400,000 (LB-1)
Deductible	$ 1,000
Annual Contribution	$ 6,135
Effective Date	09/01/08 12:01 AM
Expiration Date	09/01/09 12:01 AM
Original Inception Date	09/01/88 12:01 AM
Additional Per Occurrence and Annual Aggregate Limit of Liability in Excess of $1,000,000	N/A
Additional Contribution	N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

Professional Liability Coverage

Per Claim Limit of Liability	$ 1,000,000
Annual Aggregate (Increased Annual Aggregate Effective 09/01/94)	$ 3,000,000
Deductible	$ 1,000
Annual Contribution	$ 13,607
Retro Active Date	09/01/91 12:01 AM
Effective Date	09/01/08 12:01 AM
Expiration Date	09/01/09 12:01 AM
Original Inception Date	09/01/88 12:01 AM
Additional Per Claim and Annual Aggregate Limit of Liability in Excess of $1,000,000	N/A
Additional Contribution	N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

Sexual Misconduct Endorsement — See Endorsement Worksheet

B. LIABILITY COVERAGES (continued)

Errors and Omissions Liability Coverage

Per Claim Limit of Liability	$ 1,000,000
Annual Aggregate	$ 1,000,000
Deductible	$ 1,000
Annual Contribution	$ 34,445
Retro Active Date	09/01/88 12:01 AM
Effective Date	09/01/08 12:01 AM
Expiration Date	09/01/09 12:01 AM
Original Inception Date	09/01/88 12:01 AM
Additional Per Claim and Annual Aggregate Limit of Liability in Excess of $1,000,000	N/A
Additional Contribution	Expiration Date

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

Expanded Employment Practices — See Endorsement Worksheet

C. PROPERTY COVERAGES

Coverage Basis	All Risk	(PR-1)
Valuation Method for Loss Adjustment		
Real and Personal Property	Replacement Cost	(PR-2)
Mobile Equipment & Automobile Physical Damage Catastrophe Coverage	Actual Cash Value	
Blanket Limit Each Occurrence	$22,937,555	
Blanket Per Occurrence Deductible	$ 5,000	
Annual Contribution	$ 29,120	
Effective Date	09/01/08 12:01 AM	
Expiration Date	09/01/09 12:01 AM	
Original Inception Date	09/01/88 12:01 AM	

ENDORSEMENTS (END-1)

Boiler & Machinery Endorsement	See Endorsement Worksheet
Flood Exclusion Endorsement	Not Elected

D. AUTOMOBILE PHYSICAL DAMAGE COVERAGES

Texana Center
00013

Valuation Method	Actual Cash Value	
Property Coverage	As Scheduled	
Collision Deductible per Vehicle	Varies by vehicle	(APD-1)
Comprehensive Deductible per Vehicle	Varies by vehicle	(APD-1)
Specified Causes Deductible per Vehicle	N/A	(APD-1)
Rental Reimbursement Coverage	No	(APD-1)
Annual Contribution	$ 47,158	
Effective Date	09/01/08 12:01 AM	
Expiration Date	09/01/09 12:01 AM	
Original Inception Date	12/21/88 12:01 AM	

RECORDED ON 2-16-04
IN THE COMMISSIONER COURT
MINUTES OF 2-3-04

Footnotes

END-1 Reference individual endorsement worksheet for additional information.

LB-1 GL Annual Aggregate Applicable to Products, Completed Operations, Contractual and Personal Injury Coverages.

PR-1 Windstorm Coverage – Named Storm Wind:

1. Per Occurrence Deductible for Windstorm: 2% per Location (Total TIV at location), subject to a $75,000 minimum deductible per Location (Total TIV at location) for locations in Tier 1. Tier 1 consists of the 14 counties eligible for coverage through the Texas Windstorm Insurance Association (TWIA).

2. Location shall mean all properties, regardless as to the number scheduled with the Fund at the same physical address. Total insured values (TIV) at the location shall mean the sum of all replacement cost values for buildings, contents, property in the yard, and annual business income/revenue, without regard to the sublimit, at the location.

3. The Fund's windstorm coverage is excess of any coverage the member carries with the Texas Windstorm Insurance Association and is excess of any other policy (ies) covering windstorm for the member at the time of the loss.

4. For properties not located in Tier 1, the member's standard property deductible will apply.

5. Named Storm Wind is defined as the direct action of wind, including wind driven rain, storm surge, and flood when associated with or occurring in conjunction with a storm or weather disturbance, which is named, by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority as a numbered catastrophe.

Flood Coverage

1. A minimum deductible of $100,000 applies to all locations situated between the 100-year flood zone and 500-year flood zone as designated by the Federal Emergency Management Agency (FEMA).

2. Coverage is excluded at all locations situated within a 100-year flood zone as designated by the FEMA. Coverage is also excluded where no flood designation / classification has been established by the FEMA, currently designated zone D by the FEMA. Coverage is also excluded for Flood Zone B in Harris County.

3. The 100 year flood zone includes zones V, VE, V1-30, A, AE, A1-30, AH, AO, A99, and any other zones designated by the FEMA.

PR-2 Coverage for buildings is provided on a replacement cost basis unless otherwise noted on the building and contents schedule.

APD-1 Coverages and deductibles may vary by vehicle. The automobile physical damage vehicle schedule should be referenced to determine specific coverages and deductibles on a particular vehicle.

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY
AND FORT BEND SENIORS MEALS ON WHEELS & MUCH, MUCH MORE, INC.

THIS AGREEMENT, made and entered into by and between **FORT BEND COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, hereinafter called "**County**", and **FORT BEND SENIORS MEALS ON WHEELS & MUCH, MUCH MORE, INC.**, a Texas non-profit corporation, hereinafter called "**F.B.S.**"

WHEREAS, the County has entered Occupancy Agreements with **F.B.S.** at Fort Bend County Bud O'Shieles Community Center, Mustang Center, and 5th Street Community Center.

WHEREAS, the purpose of the Centers is to provide a wide range of services such as health, welfare, recreational, cultural, social and other similar community services to serve the needs of the general population of the neighborhood area;

WHEREAS, the **County** is authorized by law to provide for the needs of its indigent residents;

WHEREAS, F.B.S. is a community based organization addressing the needs of the **County's** indigent elderly by administering and providing specialized programs that allow these distinguished citizens to maintain and improve their quality of life, as well as their mental and physical health, with dignity. These specialized programs include recreational activities, nutritional programs, transportation, homebound services, social services, and information and referral services, all of which serve a valuable public purpose;

WHEREAS, it is in the public interest, and serves the general welfare of the community, for access to fuel to be utilized by **F.B.S.** for the purpose of providing and administering specialized programs for the **County's** indigent elderly;

WHEREAS, this Agreement is well suited for the purposes for which **F.B.S.** was established and would further facilitate the implementation of its specialized program of services and the delivery of such services to those persons served by the **F.B.S.** who would benefit thereby;

WHEREAS, the **County** is willing to furnish to **F.B.S.** and **F.B.S.** is willing to purchase fuel for the exclusive purpose of implementing its specialized programs to the County's indigent elderly who reside in the area served by **F.B.S.**, such use of the fuel being in the public interest and a proper exercise of the authority of the County under law to provide for its indigent residents;

WHEREAS, F.B.S. desires the **County's** assistance in the refueling of its vehicles; and

WHEREAS, the **County** desires to assist **F.B.S.** by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of **F.B.S.** has duly authorized this Agreement; and,

WHEREAS, the governing body of **County** has duly authorized this Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits herein named, it is agreed as follows:

I.
FAIR COMPENSATION

The **County** will provide **F.B.S.** gasoline through a system designed to ensure accountability by **F.B.S.** 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 **F.B.S.** **F.B.S.** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

F.B.S. 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 **F.B.S.'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.

F.B.S. further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **F.B.S.** will be given notice of the reduced amount for **F.B.S.'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 **F.B.S.**.

IV.
LIABILITY COVERAGE

F.B.S. 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
Richmond, Texas 77469
Attn: County Judge

Notices to **F.B.S.** shall be delivered to:

Fort Bend Seniors Meals on Wheels
& Much, Much More, Inc.
Attention: Executive Director
1330 Band Road
Rosenberg, Texas 77471

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

FORT BEND SENIORS MEALS ON WHEELS & MUCH, MUCH MORE, INC.

By: _____
Title: Executive Director
Date: 1/20/2009

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge
Date: 2-3-09

ATTEST: _____
Dianne Wilson, County Clerk

GDD/nh: fuel agr.FB Seniors: 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 FORT BEND SENIORS MEALS ON WHEELS & MUCH, MUCH MORE, INC.

On this the 3 day of Feb., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, 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 **Fort Bend Seniors Meals on Wheels & Much, Much More, Inc.** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10-01-08

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
EFG Insurance Agency 600 Kendrick Dr. Ste B-10 Houston, TX 77060	INSURERS AFFORDING COVERAGE
INSURED Fort Bend Seniors Meals on Wheels and Much Much More P.O. Box 1488 Rosenberg, TX 77471 USA	INSURER A: General Insurance Co. of America INSURER B: First National Insurance Co. INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	25CC17378420	09/02/08	09/02/09	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ✔ SCHEDULED AUTOS ✔ HIRED AUTOS ✔ NON-OWNED AUTOS	25CC17377520	09/02/08	09/02/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	OTHER Professional Liability	LP7739436A	09/02/08	09/02/09	$1,000,000 occ / $3,000,000 agg	

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

See Attached

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | **CANCELLATION**

Fort Bend Seniors Meals on Wheels and Much Much More
P.O. Box 1488
Rosenberg, TX 77471

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

Attachment

General Liability apples to the following locations.

1. 1330 Band Road Rosenberg, TX 77471
2. 109 Guess Kendleton, TX 77451
3. 359 HWY 539 Brookshire, TX 77423
4. 6920 Katy Fulshear, TX 77423
5. 4521 FM 521 Fresno, TX 77545
6. 9018 Church St. Needville, TX 77461
7. 3110 5th st, Stafford, TX 77477
8. 132 Brooks St. Sugarland, TX 77478

In addition location one had $79,900 of Business Personal Property with a Co-insurance of 80%

22

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 27, 2009 | **Submitted By: Karen Stell**
Department: Tax
Court Agenda Date: February 3, 2009 | **Phone Number: 281-341-3723**

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 71,937.15

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 Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve & record in the minute's tax payment refunds in the amount of $ 71,937.15 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court	Agenda Date: 2/3/2009		Page One	
Submit Date: 1/27/2009				
Account Number	Owner	Refund Amount	Reason	Precinct #
8965-01-000-0080-901	Larry J or Barbara A Buchanan	$ 6,571.75	Duplicate	3005
3040-02-003-0070-907	Aurora Loan Services	$ 2,526.82	Duplicate	3101
4296-02-005-0410-907	GMAC Mortgage	$ 2,506.78	Duplicate	3032
3523-15-001-0400-907	GMAC Mortgage	$ 3,283.34	Duplicate	3083
9410-03-002-0210-901	Ad Displays Inc	$ 4,232.29	Duplicate	3006
5035-05-001-0010-907	Deborah A Yeager	$ 2,646.88	Duplicate	3066
1400-01-009-0250-907	Wells Fargo	$ 2,649.70	Duplicate	3053
7700-02-002-0120-907	Abdolreza Rahimi	$ 5,134.42	Duplicate	4121
6700-01-004-0380-907	First American Title Ins Co	$ 2,508.61	Duplicate	4111
3780-12-003-0110-901	First American Title Ins Co	$ 2,550.82	Duplicate	3063
3013-01-002-0240-901	First American Title Ins Co	$ 5,377.60	Duplicate	1128
7700-02-001-0070-907	Chuck Jorgensen	$ 3,661.40	Duplicate	4121
3515-01-002-0280-907	Mortgage Services	$ 2,923.12	Duplicate	2081
5864-02-001-0010-907	GMAC-Homecomings Financial	$ 2,962.18	Duplicate	2089
3380-00-007-0120-901	Harry or Billy Yewens	$ 4,081.26	Duplicate	3006
5907-00-033-1800-907	Star Tex Title	$ 3,766.88	Duplicate	2091
6400-00-018-1400-907	Citi Residential	$ 2,879.73	Duplicate	1003
4010-01-005-0050-907	Brenda J or Christopher J Caros	$ 2,770.39	Duplicate	4124
5653-01-000-0060-907	Everlucky Investments Inc	$ 3,077.48	Duplicate	4046
1400-01-009-0250-907	Wells Fargo	$ 2,649.70	Duplicate	3053
9650-01-003-0100-907	Bui Kiet A Etal	$ 3,176.00	Duplicate	3086
		$ 71,937.15		

AGENDA ITEM

23A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: January 26, 2009

Court Date: February 3, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Take all appropriate action to approve Agreement between Fort Bend County and Abundant Life Source, Inc. in the amount of $1000 for home delivered meals to elderly and disabled. (Fund: Non-Departmental, Fees)

Agreement/Appointment:	YES	✔	NO
Reviewed by County Attorney's Office:	**YES**	✔	**NO**
List Supporting Documents Attached:			

FINANCIAL SUMMARY:

Budgeted Item:	**YES**	✔	**NO**
Funding Source: FY09 Fund: Non-departmental			
Requires Auditor to Certify Funds:	**YES**	✔	**NO**

Instructions for submitting an Agenda Request:

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- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.**
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Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

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

Recommendation:

2-1-09 orig. ret. to Ann at CO. Judge

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY
AND
ABUNDANT LIFE SOURCE, INC.

THIS Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and the Abundant Life Source, Inc., a non-profit corporation under the laws of the State of Texas, hereinafter referred to as "the Recipient."

WHEREAS, each commissioners court may provide for the support of residents of their county who are unable to support themselves;

WHEREAS, the Commissioners' Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community for the Recipient to provide a home delivered meals outreach program and for County to providing partial funding for such program;

WHEREAS, the County has determined that services for homebound, low income senior citizens or persons with disabilities, hereinafter referred to as "Eligible Residents," are needed in Fort Bend County; and,

WHEREAS, counties may bring Texas Department of Agriculture (the State) dollars to their communities by making qualified grants to non-profit meal providers for qualified homebound elderly or disabled persons; and,

WHEREAS, the County wishes to provide the Recipient a grant in the amount of $1000 to utilize for qulifying the Receipient to receive funds from the state and to enable them to continue to provide home delivered meals.

WHEREAS, the County determines that this Agreement serves a public purpose.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient shall be responsible for administering a home-delivered meals program to Eligible Residents in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program will include providing volunteers who will deliver a hot meal on weekends to Eligible Residents who desire to remain in their homes and maintain their independence. The program will also include home delivery of an additional holiday meal to eligible residents of the county.

B. Program Delivery

Recipient shall utilize its grant(s) to provide meals and other operating costs for the home-delivered meals program in Fort Bend County on Saturday and Sunday. Eligible Residents may not be receiving services from another home-delivery program in Fort Bend County. Recipient agrees to provide a minimum of 88 meals per month to Eligible Residents. Recipient shall be solely responsible for determining the requirements to become an Eligible Resident, subject to approval of County.

C. General Administration

The Recipient or its representative(s) shall be responsible for the administration of the home delivered meals program in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

D. Levels of Accomplishment

Activity	Weekly Units	Annual Units
Clients	11 (unduplicated)	572 (duplicated)
Meals Delivered	22	1144

II. TIME OF PERFORMANCE

The Recipient shall provide services during the 2009 fiscal year, which commences on January 1, 2009 and terminates on December 31, 2009.

III. BUDGET AND ALLOCATION OF COSTS

Delivery of Meals	$1,000
Food and preparation and delivery supplies	
TOTAL	$1,000

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed One Thousand and No/100 dollars ($1,000). Payment will be made to the Receipient after Commissioners Court approval of this Agreement. Eligible expenses shall be submitted to the County made on a monthly or quarterly basis against the budget specified herein and in accordance with performance.

Payments may be contingent upon an audit of Receipient's financial records by the Fort Bend County Auditor as required by Resolution Authorizing County Grant-Texas Department of Agriculture.

This Agreement is not subject to automatic renewal. The Recipient must request any additional funds my making a formal request to County.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

County	Recipient
Judge Robert Hebert Fort Bend County 301 Jackson St. Richmond, Texas 77469	Reginald Best, Director/President Abundant Life Source, Inc. 310 Morton Street Richmond, Texas 77469

VI. SPECIAL CONDITIONS

The Recipient agrees to comply with the requirements of Title 4, Texas Administrative Code, Part 1, Chapter 1, Subchapter O – Home Delivered Meal grant Program Rules. Recipient shall utilize its grant(s) to provide meals and other operating costs for the home-delivered meals program in Fort Bend County on Saturday and Sunday.

VII. GENERAL CONDITIONS

A. General Compliance

The Recipient agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent provider or home-delivered meals.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

In the event the Recipient hires employees, they shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

E. Amendments

The County or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release County or Recipient from its obligations under this Agreement.

F. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

VIII. EXECUTION

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall be effective upon execution of County.

FORT BEND COUNTY

By _____
ROBERT E. HEBERT
County Judge
Date: 2-3-09

ATTEST:

_____
Dianne Wilson,
County Clerk

ABUNDANT LIFE SOURCE, INC.

By _____
President Reginald C Best
Date: January 12, 2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$1,000.00** to pay the obligation of Fort Bend County under and within the foregoing contract.

_____
ROBERT E. STURDIVANT
County Auditor

23B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: January 26, 2009

Court Date: February 3, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Take all appropriate action to approve the establishment of the Advisory Committee for the Animal Control Shelter pursuant to Health & Safety Code §823.005 comprised of the following: **Jennifer G. Sheehy, DVM, Chief Medial Officer Emergency & Critical Care, Sugar Land Veterinary Specialists; Kaye Reynolds, MPH, Deputy Director-Fort Bend County Health & Human Services and Debbi Horrocks, Assistant Director-Fort Bend County Animal Control**

Agreement/Appointment:	YES	NO ✔
Reviewed by County Attorney's Office:	**YES** ✔	**NO**

List Supporting Documents Attached: Health & Safety Code

FINANCIAL SUMMARY:

Budgeted Item:	**YES**	**NO**	**N/A**
Funding Source: FY09			
Requires Auditor to Certify Funds:	**YES**	**NO** ✔	

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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

Recommendation:

HEALTH AND SAFETY CODE

TITLE 10. HEALTH AND SAFETY OF ANIMALS

CHAPTER 823. ANIMAL SHELTERS

Sec. 823.001. DEFINITIONS. In this chapter:

(1) "Animal shelter" means a facility that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.

(2) "Board" means the Texas Board of Health.

(3) "Commissioner" means the commissioner of health.

(4) "Department" means the Texas Department of Health.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 823.002. EXEMPTION FOR CERTAIN COUNTIES, CLINICS, AND FACILITIES. This chapter does not apply to:

(1) a county having a population of less than 75,000;

(2) a veterinary medicine clinic; or

(3) a livestock commission facility.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 280, eff. Sept. 1, 1991.

Sec. 823.003. STANDARDS FOR ANIMAL SHELTERS; CRIMINAL PENALTY. (a) Each animal shelter operated in this state shall comply with the standards for:

(1) housing and sanitation existing on September 1, 1982, and adopted under Chapter 826; and

(2) animal control officer training adopted under Chapter 829.

(b) An animal shelter shall separate animals in its custody at all times by species, by sex (if known), and if the animals are not related to one another, by size.

(c) An animal shelter may not confine healthy animals with sick, injured, or diseased animals.

(d) Each person who operates an animal shelter shall employ a veterinarian at least once a year to inspect the shelter to determine whether it complies with the requirements of this chapter and Chapter 829. The veterinarian shall file copies of the

veterinarian's report with the person operating the shelter and with the department on forms prescribed by the department.

(e) The board may require each person operating an animal shelter to keep records of the date and disposition of animals in its custody, to maintain the records on the business premises of the animal shelter, and to make the records available for inspection at reasonable times.

(f) A person commits an offense if the person substantially violates this section. An offense under this subsection is a Class C misdemeanor.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1331, Sec. 2, eff. September 1, 2007.

Sec. 823.005. ADVISORY COMMITTEE. (a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter.

(b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.

(c) The advisory committee shall meet at least three times a year.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 823.007. INJUNCTION. A court of competent jurisdiction may, on the petition of any person, prohibit by injunction the substantial violation of this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

AGENDA ITEM

24A

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:	1/27/09	Submitted By:	Rose Askew
		Department:	Commissioner Pct. 1
Court Agenda Date:	2/3/09	Phone Number:	281.344.9400

SUMMARY OF ITEM:

Take all appropriate action to appoint Bill Benton to the Fort Bend County Historical Commission Board 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:

COUNTY JUDGE RECEIVED JAN 28 2009

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:

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

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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):

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

24B

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

Date Submitted:	1/28/09	**Submitted By:**	Rose Askew
		Department:	Commissioner Pct. 1
Court Agenda Date:	2/3/09	**Phone Number:**	281.344.9400

SUMMARY OF ITEM:
Take all appropriate action to appoint Irene Compean to the Fort Bend County Children's Protective Services Child Welfare Board for a three-year term to expire February 2, 2012.

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:
- 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):

25

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2008 9

On this the **3rd** day of **February** 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 11, 2007, the Court heard and approved the budget for the year 2008 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: **Auditor's Office** Dept. #: **Various**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Various General Fund Accounts	Various	$ 5,642,603
Road & Bridge Projects	155611888-64600	1,200,000
	TOTAL TRANSFERRED TO:	**$ 6,842,603**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Various General Fund Accounts	Various	$ 5,642,603
Road & Bridge Budget Sweep	155611100-69600	1,200,000
	TOTAL TRANSFERRED FROM:	**$ 6,842,603**

EXPLANATION: Reallocate funds as detailed on the attached document for the final transfer for FY2008.

Department Head: [signature] Date: 1/25/09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND [signature]

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

Fort Bend County
Annual Budget Sweep
General Fund and Road & Bridge
Fiscal Year Ending September 30, 2008

Accounting Unit	Account	Department	Increase	Decrease
100545100	69600	DPS	260.00	
100416100	69600	Records Management	1,896.00	
100570100	69600	CSCD	5,500.00	
100550300	69600	Constable Pct. 3	7,500.00	
100426500	69600	Associate CCL Judge	11,418.00	
100455200	69600	Justice of the Peace 1-2	11,431.00	
100550100	69600	Constable Pct. 1	30,450.00	
100555101	69600	Indigent Defense Program	44,633.00	
100426200	69600	County Court at Law #2	61,400.00	
100435300	69600	328th District Court	74,204.00	
100426100	69600	County Court at Law #1	103,888.00	
100426300	69600	County Court at Law #3	121,515.00	
100435100	69600	240th District Court	123,797.00	
100435500	69600	400th District Court	128,885.00	
100435200	69600	268th District Court	145,797.00	
100411102	69600	Elections	188,845.00	
100401888	69600	Arcola Projects (P401GF-07ARCOLA-35000)	200,000.00	
100640101	69600	Indigent Health - Inmate	242,776.00	
100426400	69600	County Court at Law #4	276,614.00	
100435600	69600	434th District Court	347,752.00	
100560100	69600	Sheriff Enforcement	425,000.00	
100685888	64600	Project Rawhide (P685-06RAWHIDE - 35000)	1,000,000.00	
100685888	64600	Project Renaissance (P685-06RENAISS - 35000)	1,000,000.00	
100687888	64600	General Fund Projects - 2008 (P685-08COMMPRO-35000)	1,089,042.00	
100403100	69600	County Clerk		(48,000.00)
100412100	69600	Human Resources		(57,000.00)
100660100	69600	Parks Department		(57,000.00)
100610100	69600	Public Transportation		(58,602.00)
100630100	69600	Health Dept.		(60,000.00)
100418100	69600	Facilities		(64,000.00)
100638100	69600	Environmental Health		(77,000.00)
100450100	69600	District Clerk		(90,000.00)
100650100	69600	Library		(94,000.00)
100418101	69600	Facilities Maintenance		(134,000.00)
100611101	69600	Road & Bridge Interdepartmental Const.		(141,700.00)
100645100	69600	Social Services		(165,000.00)
100622100	69600	Engineering		(167,000.00)
100497101	69600	Treasurer - Court Collections		(187,180.00)
100411100	69600	Elections		(265,000.00)
100512100	69600	Sheriff Detention		(325,121.00)
100409100	69600	Non-Departmental		(350,000.00)
100410101	69600	Risk Management - Property & Causality		(400,000.00)
100410100	69600	Risk Management		(515,000.00)
100418102	69600	Facilities Operations		(550,000.00)
100503100	69600	Information Technology		(615,000.00)
100640100	69600	Indigent Health		(1,222,000.00)
			5,642,603.00	(5,642,603.00)
155611100	69600	Road & Bridge		(1,200,000.00)
155611888	64600	Road & Bridge Projects - 2008 (P611-08R&B-35000)	1,200,000.00	
			1,200,000.00	(1,200,000.00)

26

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

On this the 3rd day of **February** 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: **Constable Pct. 1 - Teal Run (MUD 23)** Dept. #: **100550101**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Salaries & Labor	100550101 61000	$ 97,454
Longevity	100550101 61400	$ 724
Payroll Taxes	100550101 62000	$ 7,510
Retirement	100550101 62100	$ 10,033
Insurance - Group	100550101 62200	$ 21,120
Worker's Comp/Unemployment	100550101 62300	$ 884
Fees	100550101 63000	$ 1,506
Travel	100550101 63200	$ 300
Rental	100550101 63300	$ 250
Operating Supplies	100550101 63600	$ 4,000
Office Supplies	100550101 63500	$ 300
Fuel	100550101 63800	$ 21,645
Property & Equipment	100550101 64000	$ 12,772
Capital Acquisitions	100550101 64500	$ 53,634
Information Technology	100550101 65000	$ 375
	TOTAL TRANSFERRED TO:	**$ 232,507**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contract Deputy Reimbursements	100550101 54190	$ 169,490
Non-Departmental Contingency	100409100 66500	$ 63,017
	TOTAL TRANSFERRED FROM:	**$ 232,507**

EXPLANATION: Amend the Budget pursuant LGC 1110706 to amend Budget for addendum to contract and two new vehicles for Constable #1-Teal Run (MUD 23) approved in Commissioner's Court on 10/07/08 for FY 2009. Addendum approving an increase to the number of deputies from 3 to 5 was approved in Commissioner's Court on 01/06/09.

Department Head: [signature] Date: 01/23/09

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

THE COUNTY OF FORT BEND

BY: Robert E. Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

27

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:	**01/26/2009**	**Submitted By: Mary Reveles**
		Department: Constable Pct. 2
Court Agenda Date:	**02/03/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:

Consent Agenda:

Constable, Pct. 2.

Take all appropriate action on Amendment to Lease Agreement between Fort Bend County and Willowridge Commons, LLC, extending the lease of office space at 7133 W. Fuqua, Missouri City, through September 30, 2009 at a rate of $1300 per month.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

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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)
☒	Constable, Pct. 2		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): No rate increase from last year.

2-6-09 4 origs. ret. to Mary Reveles at Co. Attorney

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

AMENDMENT OF LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This amendment is made the 1st day of **October, 2008**, by and between **Willowridge Commons, LLC c/o Malachite Group of Texas P.O. Box 58301, Nassau Bay, Texas 77258** ("Landlord") and **Fort Bend County** ("Tenant").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement for approximately **4,060** square feet of rentable area located in the **Willowridge Commons Shopping Center** (the "Center"), located **7133 W. Fuqua, Missouri City, Texas 77489**, commencing on the **1st** day of **October, 2006** and expiring on the **30th** day of **September, 2007**, and extended one additional term of **One (1)** year commencing on the **1st** day of **October, 2007** and expiring on the **30th** day of **September, 2008**.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS HEREIN CONTAINED, IT IS AGREED SAID Lease Agreement is amended as follows:

TERM

1. The Lease is hereby extended for an additional term of **ONE (1)** year(s) commencing on the **1st** day of **October, 2008** and expiring on the **30th** day of **September, 2009**.

RENT

1. **Base Rent** for this period will be:
   Months **1** – **12** **$1,300.00**

2. **Common area maintenance, taxes, insurance charge**: $**N/A** per month, payable in advance. This is an estimate only. (WILL NOT BE LESS DURING THE TERM OF THE LEASE)

LANDLORD'S RIGHT TO DEMOLISH THE CENTER

Landlord reserves the right to demolish the Center in its entirety. In such event, Landlord shall give Tenant one hundred twenty (120) days written notice of such intent to demolish the Center. Tenant shall have the right (with ten (10) days notice to Landlord) to terminate this Lease and vacate the premises at any time after receipt of such notice of intent to demolish the Center. All of Tenant's obligations under this Lease shall terminate effective as of the date of any such termination and vacating of the Premises by Tenant hereunder. Landlord shall (i) release Tenant from any further obligations under this Lease and Guaranty Agreement; and (ii) return to Tenant within five (5) days any Security Deposit and any other prepaid or overpaid amounts being held by Landlord under this Lease

WHEREAS, all other covenants, terms and conditions of the original Lease Agreement shall remain in effect and no covenant or condition of the lease shall be deemed waived by any action or non-action in the past.

LESSOR: **Willowridge Commons LLC**

By: _____
Manny Malekan/President Date

LESSEE: **Fort Bend County**

By: _____ 2/3/09
Robert E. Hebert, County Judge Date

Attest: _____
Dianne Wilson, County Clerk

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:	**01/28/2009**	**Submitted By: Mary Reveles**
		Department: Engineering
Court Agenda Date:	**02/03/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:
ENGINEERING:
Take all appropriate action on the Second Amendment to Project Management Agreement between Fort Bend County and Schaumburg & Polk, Inc. for services provided for the 2007 Mobility Bond Program, increasing the agreement amount from $463,747 to $812,987.

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

List Supporting Documents Attached: proposed amendment, original agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

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)
☒	Engineering		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Increase in funding in the amount of $349,240.

2-11-09 3 origs. ret. to Paulette at Engineering

ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SECOND AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, and SCHAUMBURG & POLK, INC. (hereinafter referred to as "Project Manager") authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about August 28, 2007, County and Project Manager entered a Project Management Agreement, hereinafter referred to as the "Agreement," for services relating to the management and administrative support for the 2007 Fort Bend County Mobility Bond Program; and,

WHEREAS, on or about October 28, 2008, County and Project Manager entered into a First Amendment to the Agreement, extending the term of the Agreement;

WHEREAS, County and Project Manager desire to further amend said Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Program Manager is hereby amended as follows:

1. Article 8 of the Agreement is amended as follows:

   8.1 Project Management Fee. As compensation for the Services to be rendered by Project Manager pursuant to this Agreement, including all attachments, and exhibits, County shall pay to Project Manager an amount not to exceed $812,987.00, including reimbursable expenses. If the scope of the Project or the Services required of Project Manager hereunder materially expand or change, the Project Management Fee shall be equitably changed to reflect the same, upon consent and written agreement of County.

2. The not-to-exceed amount of $812,987.00 includes Project Manager's compensation under the Agreement in the amount of $463,747.00.

3. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

4. Attached hereto is Exhibit A, Project Manager's Basis of Fee Calculation, and Exhibit B, Project Manager's 2009 Schedule of Hourly Rates and Expenses, incorporated by reference hereto as if contained herein verbatim.

5. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

6. If there is a conflict between this Second Amendment and the First Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

EXECUTION

This Second Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 2-3-09

Attest:

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier, Fort Bend County Engineer — Date: 1/28/09

Project Manager: SCHAUMBURG & POLK, INC.

Glenn D. Graham, P.E., Vice-President — Date: 1/20/09

MER:Schaumberg & Polk. Second Amendment.3791(01272009)

Exhibit A: Project Manager's Basis of Fee Calculation
Exhibit B: 2009 Schedule of Hourly Rates and Expenses

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $812,987.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A

ATTACHMENT B

2007 Fort Bend Mobility Bond Program

SPI Year 2 (2009) Budget

BASIS OF FEE CALCULATION

Design Review & Management	
Total SPI=	$191,560.00
Total PPMS=	$ 42,000.00
Total Design Review & Management=	**$233,560.00**

Bid Phase	
Total SPI=	$15,680.00
Total PPMS=	$0.00
Total Bid Phase=	**$15,680.00**

Construction Phase	
Total SPI=	$100,000.00
Total PPMS=	$0.00
Total Construction Phase=	**$100,000.00**

Grand Total	
Total SPI=	$307,240.00
Total PPMS=	$42,000.00
Grand Total=	**$349,240.00**

Exhibit B

SCHAUMBURG & POLK, INC.

ATTACHMENT C

2009 Schedule of Hourly Rates and Expenses

PRINCIPAL	$180.00	/HOUR
SENIOR PROJECT MANAGER	$180.00	/HOUR
PROJECT MANAGER IV	$160.00	/HOUR
PROJECT MANAGER III	$145.00	/HOUR
PROJECT MANAGER II	$130.00	/HOUR
PROJECT MANAGER I	$115.00	/HOUR
ASSOCIATE PROJECT MANAGER	$115.00	/HOUR
SENIOR PROFESSIONAL ENGINEER	$130.00	/HOUR
ENGINEER IV	$105.00	/HOUR
ENGINEER III	$90.00	/HOUR
ENGINEER II	$80.00	/HOUR
ENGINEER I	$70.00	/HOUR
DESIGN TECHNICIAN IV	$90.00	/HOUR
DESIGN TECHNICIAN III	$75.00	/HOUR
DESIGN TECHNICIAN II	$60.00	/HOUR
DESIGN TECHNICIAN I	$40.00	/HOUR
REGISTERED SURVEYOR	$105.00	/HOUR
SURVEYOR (Class III)	$75.00	/HOUR
SURVEYOR (Class II)	$60.00	/HOUR
SURVEYOR (Class I)	$45.00	/HOUR
CLERICAL	$47.00	/HOUR
CONSTRUCTION REPRESENTATIVE	$57.00	/HOUR

REIMBURSABLE EXPENSES	
Mileage	$0.550/MILE
Travel and Meals	Actual Cost x 1.10
Misc. Reimbursable Expenses	Actual Cost x 1.10
Color Plots	$3.00 per Square Foot

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	$150.00/HOUR
Subconsultants		Actual Cost x 1.1

Schaumburg & Polk, Inc. furnishes General Public Liability, Professional Liability and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2009

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, and The Maddox Group, Inc.SCHAUMBURG & POLK, INC. (hereinafter referred to as "Project Manager") authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about August 28, 2007, County and Project Manager entered a Project Management Agreement, hereinafter referred to as the "Agreement," for services relating to the management and administrative support for the 2007 Fort Bend County Mobility Bond Program, attached hereto as Exhibit A and incorporated by reference as if set forth herein verbatim for all purposes. County and Project Manager desire to amend said Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Program Manager is hereby amended as follows:

1. Article 4 of the Agreement is amended as follows:

   4.1 Term. This Agreement shall not become effective until executed by all parties hereto and shall terminate on September 30, 2009, unless terminated or extended as herein.

   4.2 Schedule of Services. Project Manager shall provide its Services as described in Attachment A.

2. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

3. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

4. If there is a conflict between this First Amendment the Agreement, the provisions of this First Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

_____ _____

Robert E. Hebert, County Judge Date

Attest:

_____

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

_____ _____

D. Jesse Hegemier, Fort Bend County Engineer Date

Project Manager: SCHAUMBURG & POLK, INC.

_____ _____

Gary C. Graham, P.E., President Date

MER:Schaumberg & Polk. First Amendment.3791(10162008)

Exhibit A: August 28, 2007 Project Management Agreement

AUDITOR'S CERTIFICATE

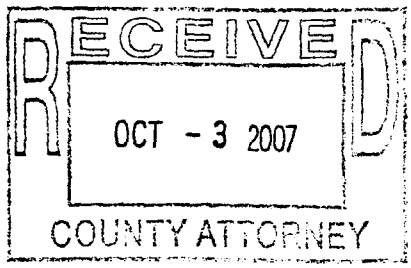
I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of the Fort Bend County under this contract.

_____

Ed Sturdivant, Fort Bend County Auditor

ORIGINAL

PROJECT MANAGEMENT AGREEMENT



Date: August 31, 2007

ORIGINAL

PROJECT MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between **FORT BEND COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County"), and **SCHAUMBURG & POLK, INC.** (hereinafter referred to as "Project Manager") authorized to conduct business in the State of Texas.

BACKGROUND INFORMATION

County desires to retain the services of a Project Manager to perform certain Services for County relating to the management and administrative support services for the 2007 Fort Bend County Mobility Bond Program. County has selected Project Manager as the entity to be engaged as the Project Manager for the project contemplated by County. County and Project Manager desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

STATEMENT OF AGREEMENT

In consideration of the mutual covenants and agreement herein contained, the compensation to be paid to Project Manager hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS

In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

1.1 "**Project Management Fee**" means the fee to be paid by County to Project Manager pursuant to Article 8 of this Agreement.

1.2 "**Project**" means the management and administrative support services for the 2007 Fort Bend County Mobility Bond Program.

1.3 **"Service(s)"** means the items described in Article 5 of this Agreement, including but not limited to the items described in Attachment A, "Services To Be Provided by the Project Manager."

ARTICLE 2. ENGAGEMENT OF PROJECT MANAGER

2.1 Engagement of Project Manager. County hereby engages Project Manager to perform, and hereby grants to Project Manager the right to perform the Services specified in this Agreement, including all attachments and exhibits, subject to and in accordance with the terms and provisions of this Agreement.

2.2 Acceptance by Project Manager. Project Manager hereby accepts its engagement by County, and agrees to perform the Services specified in this Agreement, including all attachments and exhibits, for the benefit of and on behalf of County, subject to and in accordance with the terms and provisions of this Agreement, including all attachments and exhibits.

2.3 County Representative. County hereby designates the County Engineer as its initial authorized representative, except with regard to such matters that require approval of the Fort Bend County Commissioners Court. County reserves the right to designate additional or replacement representatives by written notice to Project Manager. All requests for consents and approvals required of County in connection with the Project shall be submitted to the County Engineer. The specific road(s) projects from the 2007 Fort Bend County Mobility Bond Project, which specific road(s) projects may be changed by the County Commissioners Court, shall include the following:

1. Brand Lane from Ludwig Lane to Avenue E
2. Burney Road from West Airport to Old Richmond Road
3. Falcon Landing Blvd. from Greenbusch Rd. to Katy-Gaston Rd
4. Greenbusch Rd from Falcon Landing Blvd. to Pin Oak Rd.
5. Harlem Road from SH 99 to Beechnut Ave.
6. Harlem Road from US 90A to SH 99
7. Katy Flewellen Rd. from Pin Oak Rd. to Katy-Gaston Rd.
8. Katy-Gaston Rd. from Cinco Ranch Blvd. to FM 1093
9. Mason Rd. from FM 359 to SH 99
10. Ransom Rd. from River Park to Main Street
11. West Belfort from Harlem to SH 99

ARTICLE 3. NATURE OF ENGAGEMENT

3.1 Status of Project Manager. In the performance of its duties and obligations under this Agreement, Project Manager is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of County. Project Manager shall act solely as the agent of County in the performance of its duties and obligations under this Agreement. All contracts and agreements executed or entered into by Project Manager in connection with the performance of its duties and obligations under this Agreement shall be contracts and agreements on behalf of, and for the account of, County. Project Manager shall obtain County's prior approval of such contracts and agreements.

3.2 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between County and Project Manager.

ARTICLE 4. TERM OF AGREEMENT

4.1 Term. This Agreement shall not become effective until executed by all parties hereto and shall terminate on September 30, 2008, unless terminated or extended as herein.

4.2 Schedule of Services. Project Manager shall provide its Services as described in Attachment A.

ARTICLE 5. PROJECT MANAGEMENT SERVICES

5.1 Nature of Project Manager's Services and Responsibilities. County acknowledges and agrees that Project Manager's responsibilities under this Agreement consist primarily of advising and consulting with County in connection with the Services. County further acknowledges that Project Manager is not itself preparing any design or engineering plans or specifications for the Project. County agrees that Project Manager shall have no liability for or with respect to professional services rendered by others, plans, designs or specifications provided by others, or materials furnished by others in connection with Project Manager's responsibilities under this Agreement. However, Project Manager has certain review functions related to the Services and remains liable for such review functions. Project Manager is not providing legal assistance to County in connection with such negotiations or otherwise. Project Manager will use its best efforts to assist the County in identifying and mitigating any hazardous issues that may exist relative to the Project, but assumes no responsibility to County in so doing. Project Manager is responsible for, and is liable for its performance in accordance with this Agreement of those Services listed in Attachment A.

5.2 Project Manager's Team. County hereby authorizes Project Manager to enter into appropriate agreements to procure the services of additional personnel to carry out Project Manager's obligations under this Agreement. The services of any such additional personnel are included within the Project Management Fee.

5.3 Key Personnel. Subject to the following provisions, Project Manager shall select the personnel and provide the Services directly and may reassign personnel if reassignment does not materially impede the performance or schedule of Services. (a) Project Manager represents and warrants that it shall use its best efforts to assign and maintain key personnel to the Project whose qualifications and experience were presented in its written proposal to County, and that all personnel it uses in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of Project Manager or, if applicable, Project Manager's subcontractor(s) and shall be qualified to perform the tasks assigned them. (b) Project Manager shall provide the resume of any on-site Project Personnel to County upon the written request of County. (c) Project Manager shall notify County of its intent to use any on-site Project Personnel to perform Services under the Agreement and County may refuse the use of such Project Personnel by providing Project Manager notice of such rejection within three (3) business days of notification. (d) The County may, upon written notice to Project Manager, require Project Manager to remove an individual immediately from providing Services for the following reasons: violation of the terms and

conditions of this Agreement; violation of the County's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. (e) County may, upon thirty (30) days written notice to the Project Manager, require Project Manager to remove an individual from providing Services without cause.

5.4 Project Manager's Services Not Exclusive. The Services to be rendered by Project Manager to County are not exclusive and, during the term of this Agreement, Project Manager and its affiliates may render services similar or identical to those required of it hereunder to other Counties and may itself engage in any other activities for its own account or benefit or for others, without any accountability or liability whatsoever to County, provided that County's best interest is represented at all times. Furthermore, any conflict of interest or potential conflict of interest must be disclosed to County prior to the commencement of any Services by Project Manager.

5.5 Project Manager's Cooperation. In performing the Services as identified, the Project Manager shall act diligently and in good faith and shall cooperate fully with the County in all matters relating to the project. The Project Manager shall act expeditiously on requests by the County regarding Project matters.

ARTICLE 6. COUNTY'S OBLIGATIONS

6.1 Costs and Expenses. Except as expressly set forth in this Agreement to the contrary, County shall bear all costs and expenses of the Project, which are approved by the County. All of the Services performed by Project Manager under this Agreement shall be performed at the cost and expense of, and for the account of, County and shall be included in the Project Management Fee.

6.2 County's Funds; Development Account. County covenants and agrees (without creating any third party beneficiary rights) to make available all funds necessary to pay all Project Costs on a current basis.

6.3 County's Cooperation. In performing its functions hereunder, County shall act diligently and in good faith and shall cooperate fully with Project Manager in all matters relating to the Project. County shall act as expeditiously as possible on all requests by Project Manager for approval and execution of any contract, agreement or other document pertaining to the Project. In exercising its rights of approval, County shall act reasonably and in good faith.

ARTICLE 7. BOOKS, RECORDS, REPORTS, FISCAL MATTERS.

7.1 Books. Project Manager shall maintain for County current and complete books of account of all transactions with respect to the Project. Such books of account shall be maintained at Project Manager's office or at such other place as the parties shall agree upon, and County and County's accountants and auditors shall have access to such books of accounts at all reasonable times. Project Manager shall maintain said books of account in a

safe manner and separate from any books not dealing directly with the Project. Such books of account shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by County.

7.2 Records. Project Manager shall maintain, in a secure and safe manner, complete and identifiable records on all matters pertaining to Project Manager's activities under this Agreement on behalf of County with respect to the Project.

7.3 Property of County. All such books of account and records shall be and remain the property of County, and, upon the expiration or earlier termination of this Agreement, shall be turned over to County as provided in Article 10 hereof. Such books and records shall thereafter be available to Project Manager at all reasonable times for inspection, audit, examination and transcription for a period of three (3) years from the date of termination of this Agreement, upon reasonable prior notice to County and at the expense of Project Manager. Any equipment or supplies purchased for County and charged to County by Project Manager, having a usable life at the termination of this Agreement, shall be the property of the County, and shall be turned over to the County as provided in Article 10.

7.4 Reports. Not later than the tenth (10th) day of each month during the term of this Agreement, with respect to the preceding calendar month, Project Manager shall furnish County a statement of all disbursements recommended to the County by Project Manager in connection with the Project for the preceding calendar month, prepared in such reasonable detail and form as shall be required by County.

7.5 Audit. County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Project Manager's files, books, records, costs and expenses pertaining to the Project. If County elects to audit Project Manager's files, books, records, costs and expenses pertaining to the Project, and the audit discloses a discrepancy from the payment applications or invoices, then, Project Manager shall pay County all sums owing.

7.6 No Duty of Project Manager to Provide Funds. Under no circumstances shall Project Manager have any duty or obligation to advance any funds for the account of County, but if Project Manager does advance any of its own funds for the account of County, County shall promptly reimburse Project Manager therefor.

ARTICLE 8. COMPENSATION

8.1 Project Management Fee. As compensation for the Services to be rendered by Project Manager pursuant to this Agreement, including all attachments, and exhibits, County shall pay to Project Manager a Project Management Fee in an amount not to exceed $463,747.00, including reimbursable expenses. If the scope of the Project or the Services required of Project Manager hereunder materially expand or change, the Project Management Fee shall be equitably changed to reflect the same, upon consent and written agreement of County.

8.2 Additional Services. If the scope of the Project or the services required of Project Manager materially expanded from the terms of this Agreement, any attachments and exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement, the Project Management Fee for such additional services shall be negotiated and subject to a written amendment to this Agreement by the Project Manager and County.

8.3 Payment of Project Management Fee.

8.3.1 The Project Management Fee shall be paid in accordance with the attached Attachment B Billing/Payment Schedule, which shall be modified to conform to the needs of the Project, as determined by County.

8.3.2 County shall retain ("Retainage") five percent (5%) from payments to Project Manager until the termination date, as defined in Article 10.

8.3.3 County and Project Manager shall develop, prior to any payments due to Project Manager, a billing practice by which Project Manager shall submit detailed invoices for payment. The Fort Bend County Engineer shall review all invoices submitted by Project Manager prior to payment. Project Manager's fee shall be calculated at hourly rates not to exceed the amounts contained in Attachment C.

8.4 Reimbursable Expenses. The Project Management Fee for Project Manager's Services, as determined by the method described in Article 8.1 herein, includes out-of-pocket costs of Project Manager for travel, telephone calls (including long-distance and facsimile), postage, cellular phone usage, photo printing, delivery services, parking, mileage at IRS rate and document printing. All expenses submitted by Project Manager shall be subject to approval by County prior to reimbursement.

8.5 Time of Reimbursement. Project Manager shall be reimbursed for out-of-pocket costs and expenses, subject to approval by County, on a calendar monthly basis, within thirty (30) days after submission to County of a statement thereof, together with such supporting material and detail as may be reasonably required by County.

ARTICLE 9. DEFAULT AND REMEDIES

9.1 Default by Project Manager. Project Manager shall be in default under this Agreement if Project Manager fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from County with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform if Project Manager commences such cure within thirty (30) days after receipt of written notice from County and thereafter proceeds diligently and in good faith to cure.

9.2 Remedies of County. Upon the occurrence of a default by Project Manager under this Agreement, County may pursue any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

9.2.1 County may terminate this Agreement by giving Project Manager thirty (30) days advanced written notice of such termination, in which event this Agreement shall be terminated at the time designated by County in its notice of termination to Project Manager, subject to the provisions of Article 4 and 9 of this Agreement.

9.2.2 With or without terminating this Agreement, County may bring an action against Project Manager to recover from Project Manager all damages, recoverable at law for reason of negligence, suffered, incurred or sustained by County as a result of, by reason of or in connection with such default.

9.3 Default by County. County shall be in default under this Agreement if County fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Project Manager with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform if County commences such cure within thirty (30) days after receipt of written notice from Project Manager and thereafter proceeds diligently and in good faith to cure.

9.4 Remedies of Project Manager. Upon the occurrence of a default by County under this Agreement, Project Manager may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

9.4.1 Project Manager may terminate this Agreement by giving County thirty (30) days advanced written notice of such termination, in which event this Agreement shall be terminated at the time designated by Project Manager in its notice of termination to County.

9.4.2 With or without terminating this Agreement, Project Manager may bring an action against County to recover from County all damages, recoverable at law, suffered, incurred or sustained by Project Manager as a result of, by reason of or in connection with such default.

9.5 Other Remedies. In the event of the occurrence of a default hereunder, the prevailing party shall, in addition to its other rights and remedies hereunder, have the right to recover from the party in default all reasonable costs and expenses incurred by the prevailing party in enforcing its rights and remedies hereunder, including reasonable attorneys' fees. The termination of this Agreement by either Project Manager or County by reason of default by the other party shall not relieve either party of any of its duties and obligations theretofore accrued under this Agreement prior to the effective date of such termination.

ARTICLE 10. EXPIRATION, TERMINATION, SUSPENSION OR ABANDONMENT.

10.1 Terminating Events. The engagement of Project Manager hereunder may be terminated upon the happening of any of the following events pursuant to the provisions described below:

10.1.2 Either County or Project Manager defaults under this Agreement and the non-defaulting party elects to terminate this Agreement as provided in Article 4 or 9 hereof.

10.1.3 The giving of written notice from County in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of Project Manager; (ii) Project Manager shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Project Manager in any involuntary proceeding against Project Manager under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Project Manager and shall continue for a period of ninety (90) days after commencement without dismissal.

10.1.4 The giving of written notice from Project Manager in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of County; (ii) County shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against County in any involuntary proceeding against County under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against County and shall continue for a period of ninety (90) days after commencement without dismissal.

10.1.5 The giving of written notice from County that the Project is being either abandoned or suspended for more than three hundred sixty-five (365) consecutive days.

10.1.6 The giving of written notice from Project Manager if the Project is suspended by County for more than ninety (90) consecutive days.

10.1.7 County may terminate this agreement, without cause, by providing Project Manager thirty (30) days prior written notice.

10.2 Project Manager's Obligations. Upon the expiration or earlier termination of this Agreement, Project Manager shall promptly:

10.2.1 Upon request by County, deliver to County or such other person as County shall designate all materials, supplies, equipment, keys, contracts and documents, all books

of account maintained pursuant to Article 7.1 hereof, and all records maintained pursuant to Article7.2 hereof, pertaining to this Agreement and the Project.

10.2.2 Subject to Project Manager's obtaining any consent of any third party required therefor, assign all existing contracts approved by County relating to the Project to County or such other person or entity as County shall designate. Any contract or agreement that Project Manager negotiates on behalf of County that is subject to this paragraph shall contain a statement that prohibits such third party from unreasonably withholding the requisite consent.

10.2.3 Furnish all such information, take all such other action, and cooperate with County as County shall reasonably require in order to effectuate an orderly and systematic termination of Project Manager's services, duties, obligations and activities hereunder.

10.2.4 Within thirty (30) days after the expiration or termination of this Agreement, cause to be furnished to County a report similar in form and content to Project Manager's monthly reports covering the period from the last previous monthly report to the date of expiration or termination of this Agreement.

10.2.5 Furnish a report of all outstanding orders for services, materials and supplies ordered by Project Manager as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, i.e., whether they have been charged to or paid by Project Manager, and whether they have been charged to or paid by County. Such report shall be furnished no later than thirty days after the date of expiration or termination.

10.3 County's Obligations. Upon the expiration or earlier termination of this Agreement, County shall promptly:

10.3.1 Assume any contracts which may have been entered into by Project Manager in its own name relating to the Project, provided, however, that County has specifically authorized Project Manager to enter into such contract.

10.3.2 Pay the cost of all services, materials and supplies, if any, which may have been ordered by Project Manager as a result of its obligations arising under this Agreement that has not been charged to or paid by Project Manager and reimbursed under this Agreement at the time of expiration or termination, but have since been paid for by Project Manager and were included in the report submitted pursuant to Article 10.2.5; provided, however, that County actually receives such services, materials and supplies in a satisfactory manner or condition; provided further that demand for such payment is in a reasonable and timely manner.

10.4 Suspension. If the Project is suspended by County for more than thirty (30) consecutive days, Project Manager shall be compensated for services prior to notice of such suspension. In the event the Project is resumed, the Project Management Fee shall be

equitably adjusted by written amendment to this Agreement to provide for Project Manager's expenses incurred in the interruption and resumption of its services.

ARTICLE 11. INSURANCE.

11.1 Project Manager's Insurance Requirements. Throughout the term of this Agreement, Project Manager shall carry and maintain in force the insurance described in Subsections 11.1.1 through 11.1.4, below.

11.1.1 Commercial General Liability Insurance for the benefit of Project Manager, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Project.

11.1.2 Workers' compensation insurance covering all employees of Project Manager employed in, on or about the Project in order to provide statutory benefits as required by the laws of the State of Texas.

11.1.3 Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

11.1.4 Professional Liability: $1,000,000 aggregate covering Project Manager in connection with the services to be provided by Project Manager under this Agreement.

11.1.5 Project Manager shall, upon prior to this Agreement's effective date, furnish County with appropriate certificates evidencing the insurance required to be maintained by Project Manager hereunder. If Project Manager for any reason fails to obtain and/or maintain in force any of the insurance required under Subsections 11.1.1 through 11.1.4, above, then Project Manager shall, and Project Manager does hereby agree to, indemnify County against, and hold, save, and defend County harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which County may suffer or incur, or which may be asserted against County, whether meritorious or not, against which County would or should have been insured under any required insurance which Project Manager does not for any reason obtain or maintain in force.

ARTICLE 12. STANDARD OF CARE: LIABILITY: INDEMNITY.

12.1 Standard of Care. In the performance of its duties and obligations under this Agreement, Project Manager shall, subject to budgetary constraints and limitations imposed by County on the Project, perform diligently and in good faith.

12.2 Limitations on Liability. Neither Project Manager nor any agent or employee of Project Manager shall have any liability to County for any reasonable mistakes or errors of

judgment, for any reasonable mistakes of fact or of law, or for any act or omissions within the scope of the authority conferred upon Project Manager by this Agreement; provided, however, that the foregoing shall not extend to losses, damages or expenses suffered or incurred by County if and to the extent the same are caused by any gross negligence or willful misconduct of Project Manager or its agents or employees.

12.3 Indemnity of Project Manager. To the extent permitted by law, County shall indemnify, defend and hold harmless Project Manager, its officers, directors, shareholders, employees and agents from and against any and all claims, actions, demands, costs, and expenses, including reasonable attorney fees and disbursements, as a result of a breach by County of any of its obligations under this Agreement or arising out of the negligent act or omission or willful misconduct of County; provided, however, that, (i) County shall not be liable for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits, (ii) County's maximum liability to Project Manager, regardless of the form of action and whether for damages, indemnification or otherwise, shall not exceed $100,000; and (iii) County (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Project Manager any more than ninety days after Project Manager is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted by Project Manager more than twelve months after the event resulting in damages or loss.

12.4 Indemnity of County. Project Manager shall, and Project Manager does hereby agree to, indemnity County against, and hold and save County harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which County may suffer or incur, or which may be asserted against County, whether meritorious or not, which are caused by any gross negligence or willful misconduct of Project Manager or its agents or employees. Such indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination. The foregoing notwithstanding, County does not waive any immunity to which it is statutorily entitled.

12.5 Relationship to Insurance In no event shall the indemnification provisions of Sections 12.3 or 12.4, above, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any party may be entitled under any insurance policy with respect to the Project required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

12.6 No Third-Party Beneficiaries. None of the duties and obligations of Project Manager under this Agreement shall in any way or in any manner be deemed to create any liability of Project Manager to, or any rights in, any person or entity other than County.

12.7 Independent Contractors. No person who shall be engaged as an independent contractor by either County or Project Manager, or both, shall be considered an employee,

servant, agent or other person for whom either County or Project Manager (as the case may be) is responsible for the purposes of Indemnifications in the foregoing Sections of this Article 12.

ARTICLE 13. REPRESENTATIONS AND WARRANTIES.

13.1 Of County. County represents and warrants to Project Manager that: (i) County is a public body corporate and politic, duly organized, validly existing and in good standing under the laws of the State of Texas, is qualified to transact business in the State of Texas, and has the full and complete right, power and authority to enter into this Agreement and perform County's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) County is the true and lawful County of the Project.

13.2 Of Project Manager. Project Manager represents and warrants to County that: (i) Project Manager is a corporation, duly organized, validly existing and in good standing under the laws of the State of Texas, is qualified to transact business in the State of Texas, and has the full and complete right, power and authority to enter into this Agreement and perform Project Manager's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Project Manager has obtained or will obtain all necessary licenses and permits which are required for Project Manager to perform Project Manager's Services pursuant to this Agreement.

13.2.1 Project Manager warrants to County that: (1) Project Manager possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Project Manager will use its best efforts to ensure that the Services provided under this Agreement will be performed, delivered, and conducted in accordance with the highest professional standards and in accordance with industry standards, and (2) following the date of acceptance of this Agreement, the Services provided by Project Manager to County will conform to the representations contained in this Agreement, including all attachments, schedules and exhibits. All warranties provided by Project Manager in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to County.

13.2.2 Project Manager warrants that the Project shall be completed for an amount not to exceed the proposed Project Manager's fee.

ARTICLE 14. GENERAL PROVISIONS.

14.1 Relationship Between Parties. The relationship of the parties shall be limited to the Project. Nothing herein shall be deemed to authorize Project Manager to act as the general agent of County.

14.2 Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be

delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally-recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below or to such other numbers as are specified by written notice given in accordance herewith:

COUNTY:	Fort Bend County Commissioners Court 301 Jackson St., Suite 719 Richmond, TX 77469 Attention: Robert Hebert, Ph.D., County Judge
PROJECT MANAGER:	SCHAUMBURG & POLK, Inc. Glenn D. Graham, P.E. Vice President 11767 Katy Freeway, Suite 900 Houston, Texas 77079
COPY TO:	D. Jesse Hegemier County Engineer 1124 Blume Road Rosenberg, Texas 77471
	Gilbert Jalomo Fort Bend County Purchasing Agent 4520 Reading Road Rosenberg, Texas 77471
	Gary Graham, President Schaumberg & Polk, Inc. 8865 College Street, Suite 100 Beaumont, Texas 77707

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided

or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

14.3 Assignment: Binding Effect. The rights of the parties under this Agreement are personal to the parties and may not be assigned without prior written consent of the other party, which consent shall not be unreasonably withheld; This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

14.4 Authorized representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by County or Project Manager, as the case may be, shall be given or taken by one or more of the authorized representatives of each. For purposes of this Agreement; (i) the authorized representatives of County shall be any one or more of the following – Robert E. Hebert or designee, (ii) the authorized representatives of Project Manager shall be Glenn D. Graham or designee. Any party hereto may from time to time designate other or replacement authorized representatives to the other party hereto. The written statements and representations of any authorized representative of County or Project Manager shall be binding upon the party for whom such person is an authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take.

14.5 Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

14.6 Exhibits, Attachments and Schedules. Each and every exhibit, attachment and schedule referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth verbatim every time it is referred to or otherwise mentioned.

14.7 Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

14.8 Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

14.9 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or

unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

14.10 Non-Waiver. Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

14.11 Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

14.12 Time of Essence. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration of this Agreement.

14.13 Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Texas. Venue for any action regarding this agreement shall lie in Fort Bend County, Texas and/or the United States District Court, Southern District of Texas, Houston Division.

14.14 Entire Agreement. This Agreement, including Attachments A, B, & C contain the entire agreement of County and Project Manager with respect to the engagement of Project Manager as the Project Manager for the Project, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

14.15 Modifications. This Agreement shall not be modified or amended in any respect except by a written agreement executed by County and Project Manager in the same manner as this Agreement is executed.

14.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, County and Project Manager have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

EXECUTION PAGE TO FOLLOW

COUNTY:
FORT BEND COUNTY, a Texas Public Body

By: _____
Robert E. Hebert, County Judge
Fort Bend County Commissioners Court

Date: September 12, 2007

Attest: _____
Dianne Wilson, County Clerk

PROJECT MANAGER:
SCHAUMBURG & POLK, INC.

By:: _____
Gary C. Grahm, P.E.
President

Date: 9-10-07

Attest: _____

Title: Exec. VP

[CORPORATE SEAL]

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $463,747.00 to accomplish and pay the obligation of Fort Bend County in the foregoing matter.

_____
Robert Ed Sturdivant, County Auditor

MER:Schaumberg&Polk.PM Agreement.3791.REV(08312007)

2007 Mobility Bond Program
FORT BEND COUNTY, TEXAS

PROJECT MANAGEMENT SERVICES

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE PROJECT MANAGER

The Project Manager (PM) will provided management and administrative support services for the 2007 Fort Bend County Mobility Bond Project. All services provided by the Project Manager shall be under the direct supervision of the County Engineer. The PM may provide additional services not specifically listed below at the request of the County Engineer.

SCOPE OF SERVICES

A. Project Start Up

a. Engineering Consultant Selection

The Project Manager (PM) will assist the County Engineer with the development of a Request for Qualifications (RFQ) to be used to evaluate potential engineering consultants. The RFQ will be issued to potential consultants along with a deadline for delivery of qualifications statements. The PM will review and evaluate all qualifications statements. A recommended consultant short-list will be prepared and submitted to the County Engineer for further processing.

b. Project Concept Report

The PM will prepare a project concept report (PCR) as directed by County Engineer. The PCR will document and describe in detail the basic elements of the project. The PCR will clearly define the scope of services; establish the project limits, typical sections, specific roadway or structural design issues, hydraulic considerations, environmental/permitting issues and commitments, ROW requirements, and utility coordination requirements. The concept report will also provide a project schedule and preliminary project cost estimate. The PCR will serve as a starting point for engineering consultant negotiations.

c. Engineering Consultant Negotiations

The PM will prepare a standard negotiations package which will consist of a:

- Scope of services
- Fee proposal template
- Project schedule template

Each selected engineering consultant will update and revised their scope of services, fee proposal and schedule based upon the PCR and individual knowledge of their assigned

project. The PM will assist the County Engineer in reviewing, evaluating and negotiating the fee proposals for each engineering consultant. The PM will provide a recommendation to the County Engineer for acceptance or rejection of engineering consultants fee proposals.

d. Establish Project Controls

The PM will establish project controls that will be strictly followed throughout the life of the project. The Project controls will include processes for consultant coordination and communication, monthly progress reporting, contract administration, invoicing and document filing.

e. Project Manuals

The PM will prepare a standard Project Manual which will be provided to each engineering consultant as directed by County engineer.

f. Project Kick-Off Meeting

The PM will facilitate a kick-off meeting with each engineering consultant. The purpose of this meeting will be to ensure that consultants and the PM have a thorough understanding of project issues, deliverables, schedules and procedures that will be used on this Project.

B. Pre-Construction Phase Services

a. Engineering Design Management

Each engineering consultant will use the information from the project concept report and project manual to prepare a Preliminary Engineering Report (PER) prior to commencing the PS&E. The PM will prepare a PER table of contents and format guidelines to be distributed to the engineering consultants. The PM will review all submitted PERs and provide comments back to the engineering consultants within a two-week period. The PM will assist the Engineering Consultations with preparations for a County Commissioner Court presentation to be provided on all projects at the conclusion of the PER phase.

PS&E will begin once each PER has been approved by the County Engineer and County Commissioner's Court. Once PS&E has begun, the PM will monitor engineering consultant work relative to contract requirements and will be responsible for reviewing the engineering consultant's QA/QC plan. The PM will review PS&E at 30%, 100% and post 100% final submittal. Each review will include all appropriate disciplines, focusing on consistency in design with the project intent, appropriateness of design solution, and compliance with the project manual, design criteria, specifications and standards. The PM will review each submittal and provide comments within two weeks of submission. The PM will facilitate a comment resolution meeting, if needed, to discuss and resolve comments before advancing to the next phase of PS&E.

The PM will also facilitate a Value Engineering workshop on an as-needed basis as directed by the County Engineer.

The PM will facilitate a monthly consultant coordination meeting to evaluate the consultant's progress against the baseline schedule of all PS&E activities. Each consultant will be expected to report on progress, identify project issues and bring potential solutions to these meetings. The PM will make reasonable attempts to assist the consultants to ensure schedules are met.

b. Utility coordination

Each engineering consultant will perform an initial investigation and define the utility lines and facilities that could potentially be in conflict with the construction and will issue an initial project notification and preliminary design letter. The PM and engineering consultant will perform thorough records research and meet with the utility companies at a preliminary design meeting. We will use existing relationships with key utility company decision-makers to foster their buy-in with the project. The PM will create a project-specific utility relocation/adjustment CPM schedule for all involved utilities as a component of the project schedule.

Actual utility conflicts identification occurs at 30% PS&E. The PM and engineering consultant will again meet with the utility companies to discuss the project schedule, utility field verification and to address any concerns associated with the project. We will work closely with the County's ROW acquisition firm to coordinate the utility schedule milestone dates to correlate with ROW acquisition, design, letting and construction dates.

The PM will continue coordination through construction by holding utility coordination meetings during project construction to track the progress of utility adjustments and track the progress of utilities included in the special provisions.

c. ROW Mapping & Acquisition

The PM will assist the County Engineer with the management of the ROW acquisition phase as needed. The PM will monitor, coordinate and report on the status ROW acquisition activities performed by the County's property acquisition consultant.

C. Construction Phase Services

Any construction phase services will be provided at the sole discretion of the County Engineer. Construction phase services may include but are not limited to the following:

a. Develop project phasing/sequencing.
b. Establish contract milestones, incentive/disincentive strategies, review construction durations, general notes, special provisions/ specifications for construction contracts.
c. Act as the single point of contact for coordinating, distributing and providing technical support for contractor requests for information (RFIs), shop drawing reviews and design changes.
d. Support construction scheduling including schedule reviews and analysis.
e. Construction engineering
f. Inspection support services on an as-needed basis
g. Change order review and processing

h. Claims review
i. Monthly reporting and communication

D. Support Inter-local Agreements

The PM will assist the County Engineer on an as-needed basis with developing, negotiating and managing required inter-local agreements with the State, cities or other municipalities.

E. List of Deliverables

The following deliverables be prepared by the PM and submitted to the County as part of this Project.

a. Engineering Consultant Request for Qualifications Statement (SOQ)
b. Shortlist of Engineering Consultants responding to the Request for SOQs.
c. Project Concept Reports (PCR) for each project. Content and format will be approved by the County Engineer.
d. Scope of Services template for all projects.
e. Fee proposal template.
f. Project schedule template.
g. Monthly progress report template for engineering consultants.
h. Web based project monthly report.
i. Preliminary Engineering Report guidelines and format

2007 Mobility Bond Program
FORT BEND COUNTY, TEXAS
PROJECT MANAGEMENT SERVICES

11- Projects (Year 1)

1	Attend monthy consultant coordination mtgs (Stone)	$4,950
1	Constructability/VE/Phasing/Duration review (Stone)	$5,500
1	Develop and maintain master schedule, master budget and actuals	$13,200
1	Report Status/Schedule of Non FBC Projects	$1,705
1	Document Controls	$2,000
1	Engineering Review (PER, 30%, 100% & post 100%)	$3,885
1	Additional Consultant Management	$3,850
1	Utility Coordination	$3,556
0	ROW Coordination	$0
	Total Monthly Fee=	**$38,646**
	Estimated First 12-month Fee=	**$463,747**

Attachment B

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

SCHAUMBURG & POLK, INC.

ATTACHMENT C

2007 Schedule of Hourly Rates and Expenses

PRINCIPAL	$175.00	/HOUR
SENIOR PROJECT MANAGER	$175.00	/HOUR
PROJECT MANAGER IV	$150.00	/HOUR
PROJECT MANAGER III	$135.00	/HOUR
PROJECT MANAGER II	$120.00	/HOUR
PROJECT MANAGER I	$110.00	/HOUR
~~ASSOCIATE PROJECT MANAGER~~	~~$110.00~~	~~/HOUR~~
SENIOR PROFESSIONAL ENGINEER	$120.00	/HOUR
ENGINEER IV	$100.00	/HOUR
ENGINEER III	$88.00	/HOUR
ENGINEER II	$76.00	/HOUR
ENGINEER I	$65.00	/HOUR
DESIGN TECHNICIAN IV	$87.00	/HOUR
DESIGN TECHNICIAN III	$75.00	/HOUR
DESIGN TECHNICIAN II	$60.00	/HOUR
DESIGN TECHNICIAN I	$45.00	/HOUR
REGISTERED SURVEYOR	$90.00	/HOUR
SURVEYOR (Class III)	$70.00	/HOUR
SURVEYOR (Class II)	$60.00	/HOUR
SURVEYOR (Class I)	$40.00	/HOUR
CLERICAL	$45.00	/HOUR
CONSTRUCTION REPRESENTATIVE	$55.00	/HOUR

REIMBURSABLE EXPENSES	
Mileage	$0.485/MILE
Travel and Meals	Actual Cost x 1.10
Misc. Reimbursable Expenses	Actual Cost x 1.10
Color Plots	$3.00 per Square Foot

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	$100.00/HOUR
Subconsultants		Actual Cost x 1.0

Schaumburg & Polk, Inc. furnishes General Public Liability, Professional Liability and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

28B, C

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: 01/28/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 02/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action on request by Cheryl McNease for a variance to the Fort Bend County Regulations of Subdivisions, Section 2.21 I, to allow 4.00± acres, to be divided in to (2) 2.0 acre tracts, to be sold to her adjoining neighbor Carl Gurecky, to be divided out of a 10.0 acre tract, in the Sarah Kennedy League, Abstract 45, Section 22, recorded in official Fort Bend County Deed Records Instrument #2005081935, fort Bend County, Texas, Precinct 1.

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):

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

January 28, 2009

Commissioner Richard Morrison
Fort Bend County Precinct 1
301 Jackson St.
Richmond, Texas 77469

RE: Correction to Variance request approved by Commissioners Court on 9/23/2008, Item #33D, Cheryl McNease

Take all appropriate action on request by Cheryl McNease to allow 4.00 acres, to be divided into (2) 2.0 acre tracts, to be sold to her adjoining neighbor Carl Gurecky. The proposed division request of 4.00 ± acres out of 10.0 acres, in the Sarah Kennedy League, Abstract 45, Section 22, of Fort Bend County Deed Records Instrument #2005081935. Property address: 514 Long Lane, Orchard, TX. Tax ID #0045-22-001-0450-903.

Dear Commissioner Morrison:

A variance to the FBC Regulations of Subdivisions, was granted to Cheryl McNease on 9/23/2008, agenda item #33D; which we later found an inadvertent error in the acreage division. It should have read to sell 4.0 acres to be divided into (2) 2.0 acre tracts, as indicated on Ms. McNease's letter. Therefore, Fort Bend County Engineering will place this correction request on the next agenda.

It will be necessary to rescind the previously approved agenda item and then approve the corrected request. If you have any question please do not hesitate to call.

Sincerely,

Louis E. Hood

Louis E. Hood, P.E.
First Assistant County Engineer

LEH/mjs

Cc: Judge Robert E. Hebert, County Judge
Mr. Roy Cordes, Jr., FBC Attorney
File

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

September 11, 2008

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

to be divided in to (2) 2.0 acre tracts

RE: Variance Request by Cheryl McNease to allow 4.00 acres to be sold to her adjoining neighbor Carl Gurecky. The proposed division request of 4.00 ± acres out of 10.0 acres, in the Sarah Kennedy League, Abstract 45, Section 22, of Fort Bend County Deed Records Instrument #2005081935. Property address: 514 Long Lane, Orchard, TX. Tax ID #0045-22-001-0450-903.

to be divided into (2) 2.0 Acre tracts

Commissioner Stavinoha:

Fort Bend County Engineering has reviewed a request from Cheryl McNease concerning a variance to the Fort Bend County Regulations of Subdivisions. Ms. McNease requests a variance to allow 4.00 ±, out of 10.0 acres to be sold to her adjoining neighbor Carl Gurecky. The parent 10.00 acre tract is located in the Sarah Kennedy League, Abstract 45, Section 22, recorded in official Fort Bend County Deed Records, Instrument #2005081935, Fort Bend County, Texas.

The two tracts will have acequate access to an existing County road. No further division of these tracts will be allowed without the written consent of Commissioners Court.

Fort Bend County Engineering Department offers no objection to granting this variance and recommends approval of this variance. The FBC Health Department has reviewed this request and offers no objection to the approval.

Under the Fort Bend County Regulations of Subdivisions as described in Section 2.2 I, Commissioners Court can grant an exception to the regulations and not require a subdivision plat. If there are no objections, Fort bend County Engineering will place an item on the agenda to approve the request for a variance.

If there are any questions or need for additional information please call 291-633-7510.

Sincerely,

Louis E. Hood, P.E.
First Assistant County Engineering

cc: Judge Robert E. Hebert, County Judge
Mr. Roy Cordes, Jr., FBC Attorney
File

Cherylann McNease
P.O. Box 236
Orchard, Texas 77464

SEP 10 2008

DATE: August 22, 2008

TO: Fort Bend County Engineering
Fort Bend County Health department

SUBJECT: Variance Request

I am requesting a variance to the Fort Bend County Regulations of Subdivisions as described in Section 2.2 1 to Commissioners Court to grant an exception to the regulations and not require a subdivision plat for the property described below.

PROPERTY ADDRESS; 514 Long Lane, Orchard, Texas 77464

PROPERTY SURVEY & ABSTRACT; Abstract 45 Sarah Kennedy 10.0 acres
Section 22 Fort Bend County Deed
Records #2005081935

TAX ACCOUNT# : 0045-22-001-0450-903

OWNERS OF RECORD: Cherylann McNease P.O. Box 236/ 514 Long Lane
Orchard, Texas 77464

DIVISION REQUEST: To sell 4.0 Acres out of 10.0 Acres to my neighbor Carl Gurecky
to be divided into (2) 2 acre tracts

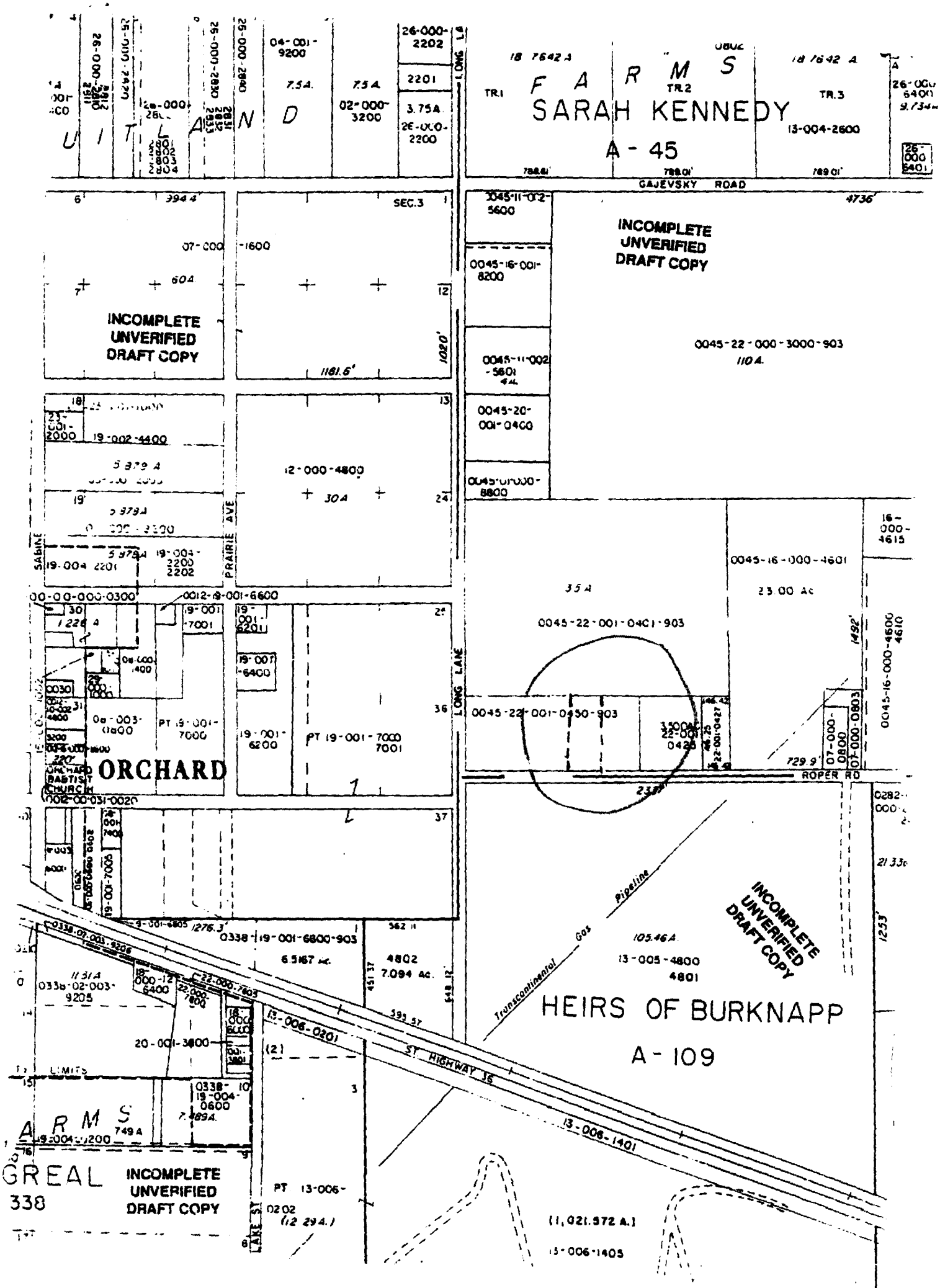
ATTACHMENTS: Survey Map
Deed
Health Department Approval

I understand no further division of these tracts will be allowed without the written consent of Commissioner's Court. Your consideration of this request is appreciated.

Sincerely,

Cherylann McNease

Cherylann McNease


SARAH KENNEDY
A - 45
FARMS
TR.1
TR.2
TR.3
GAJEVSKY ROAD
INCOMPLETE UNVERIFIED DRAFT COPY
0045-22-000-3000-903
110 A.
0045-16-000-4601
23.00 Ac
0045-22-001-0401-903
0045-22-001-0450-903
ROPER RD
LONG LANE
PRAIRIE AVE
SABINE
ORCHARD
ORCHARD BAPTIST CHURCH
HEIRS OF BURKNAPP
A - 109
ST HIGHWAY 36
Pipeline
Transcontinental Gas
105.46 A.
13-005-4800
4801
13-006-1401
(1,021.572 A.)
13-006-1405
PT 13-006-0202
(12 29 A.)
LAKE ST
GREAL
338
749 A
7.489A.
20-001-3600
0338-19-001-6800-903
6.5167 Ac.
7.094 Ac.
4802
1181.6'
1020'
1276.3'
1492'
729.9'
1253'
2133'
451.37
548.12
393.57
562.11
1181.6'

28D

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: 01/28/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 02/03/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action to authorize Change Order No.1 in the amount of $18,889.22 to Pfieffer & Son, Ltd. for the construction of Fort Bend County Traffic signalization Beechnut Street at Harlem Road / Grand Mission Boulevard, Precint 3. (Fund: Road and Bridge)

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:
- 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:

COUNTY JUDGE
RECEIVED
JAN 28 2009

Special Handling Requested (specify):

2-6-09 3 origs. ret. to Paulette at Engineering

CHANGE ORDER

Distribution:
- ☐ FBC Engineering
- ☐ FBC Judge
- ☐ FBC Purchasing
- ☐ Contractor
- ☐ Consultant

FORT BEND COUNTY ENGINEERING

P. O. Box 1449
1124 Blume Rd.
Rosenberg, Texas 77471
Phone: 281-633-7510
Fax: 281-342-7366
Web site: www.co.fort-bend.tx.us

PROJECT:
(name, address): Ft. Bend County Traffic Signalization Beechnut Street at Harlem Rd/Grand Mission Boulevard

CONTRACTOR:
(name, address): Pfeiffer & Son, Ltd.
PO Box 1116, 116N. 16th.
La Porte, TX 77571

CHANGE ORDER NUMBER: 1
DATE: 1/16/09
PROJECT NUMBER: 08-033
CONTRACT FOR:
CONTRACT DATE:
FBC PURCHASE ORDER NO.

The contract is changed as follows:

Please see attached.

TOTAL:$ 18,889.22

Not valid until signed by Fort Bend County and Contractor.

The Original (**Contract Sum**)	$ 183,029.70
Net change by previously authorized Change orders	$ 0
The (**Contract Sum**) Prior to this Change Order was	$ 183,029.70
The (**Contract Sum**) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 18,889.22
The new (Contract Sum) including this Change Order will be	$ 201,918.92

The Contract Time will be (increased)(decreased)(unchanged) by days

The Date of Substantial Completion as of this Change Order therefore is (changed)(unchanged) to

Authorized:

Fort Bend County Engineering
Louis E. Hood, P.E.
P. O. Box 1449
Rosenberg, Texas 77471
By: Louis E. Hood (signature)
DATE: January 26, 2009

CONTRACTOR
Pfeiffer & Son, Ltd.
PO Box 1116, 116N. 16th
LaPorte, TX 77571
By: [signature] (signature)
DATE: 1/16/09

Fort Bend County Judge
Honorable Robert E. Hebert
309 S. 4th Suite 355
Richmond, Texas 77469
By: [signature] (signature)
DATE: 2-3-09

Beechnut at Harlem/Grand Mission

ITEM #	DESCRIPTION	Bid Qty	Bid Price	Bid Total	Actual Qty	Difference	Revised Total
1	Remove Concrete (Pav)	86	$ 3.70	$ 318.20	29.19	(56.81)	$ (210.20)
2	Remove Concrete (Curb)	125	$ 1.45	$ 181.25	235.00	110.00	$ 159.50
3	Block Sodding	120	$ 9.20	$ 1,104.00	0.00	(120.00)	$ (1,104.00)
4	Cement Treat (exist Matl) 8"	80	$ 19.60	$ 1,568.00	103.30	23.30	$ 456.68
5	D-grhma(qcqa)t-csaccpg70-22	5	$ 140.00	$ 700.00	7.00	2.00	$ 280.00
6	Conc.Pvmt(ConcReinf-Crcp)10"	86	$ 105.80	$ 9,098.80	100.00	14.00	$ 1,481.20
7	Drill Shaft (Sig Pole) 36"	60	$ 300.00	$ 18,000.00	60.00	0.00	$ -
8	Barricades, Signs Traffic Hndle	1	$ 2,000.00	$ 2,000.00	3.00	2.00	$ 4,000.00
9	Constructing Detours	130	$ 75.00	$ 9,750.00	206.43	76.43	$ 5,732.25
10	Concrete Curb (Mono) Ty II	75	$ 21.30	$ 1,597.50	74.00	(1.00)	$ (21.30)
11	Concrete Curb Dowell	36	$ 17.85	$ 642.60	52.00	16.00	$ 285.60
12	Curb Ramps (Ty 8)	4	$ 1,500.00	$ 6,000.00	3.00	(1.00)	$ (1,500.00)
13	2" PVC Conduit 80	250	$ 18.00	$ 4,500.00	250.00	0.00	$ -
14	6" PVC Conduit 80	340	$ 25.00	$ 8,500.00	340.00	0.00	$ -
15	# 6 Bare Wire	1030	$ 0.80	$ 824.00	1030.00	0.00	$ -
16	# 6 Insulated Wire	50	$ 1.60	$ 80.00	50.00	0.00	$ -
17	Tray Cable (3/C) #12	1055	$ 1.50	$ 1,582.50	1055.00	0.00	$ -
18	Ground Box Ty D W/ Apron	8	$ 1,000.00	$ 8,000.00	8.00	0.00	$ -
19	Tyd120/240(070)ns(SS)e(SP)O	1	$ 3,500.00	$ 3,500.00	1.00	0.00	$ -
20	Type A Alum signs	74.5	$ 30.00	$ 2,235.00	74.50	0.00	$ -
21	ins smrd sup & am Ty 10BWG	5	$ 540.00	$ 2,700.00	8.00	3.00	$ 1,620.00
22	Remove Small sign	8	$ 25.00	$ 200.00	8.00	0.00	$ -
23	Type 1 white 4" BRK	150	$ 0.50	$ 75.00	90.00	(60.00)	$ (30.00)
24	Type 1 white 4" DOT	65	$ 0.80	$ 52.00	98.00	33.00	$ 26.40
25	Type 1 white 4" Solid	200	$ 0.50	$ 100.00	270.00	70.00	$ 35.00
26	Type 1 white 8" Solid	440	$ 0.70	$ 308.00	370.00	(70.00)	$ (49.00)
27	Type 1 white 12" Solid	815	$ 0.90	$ 733.50	586.00	(229.00)	$ (206.10)
28	Type 1 white 24" Solid	155	$ 1.50	$ 232.50	146.00	(9.00)	$ (13.50)
29	Type 1 white Arrow	4	$ 105.00	$ 420.00	4.00	0.00	$ -
30	Type 1 white TPL Arrow	1	$ 130.00	$ 130.00	1.00	0.00	$ -
31	Type 1 White Word	4	$ 130.00	$ 520.00	4.00	0.00	$ -
32	Type 1 yellow 4"solid	610	$ 0.51	$ 311.10	696.00	86.00	$ 43.86
33	Type 1 yellow 24" Solid	65	$ 1.40	$ 91.00	67.00	2.00	$ 2.80
34	Type 1 yellow med nose	3	$ 140.00	$ 420.00	1.00	(2.00)	$ (280.00)
35	Pavement Sealer 4"	1025	$ 0.35	$ 358.75	458.00	(567.00)	$ (198.45)
36	Pavement Sealer 8"	440	$ 0.45	$ 198.00	370.00	(70.00)	$ (31.50)
37	Pavement Sealer 12"	815	$ 0.55	$ 448.25	586.00	(229.00)	$ (125.95)
38	Pavement Sealer 24"	220	$ 0.80	$ 176.00	146.00	(74.00)	$ (59.20)
39	Pavement Sealer Arrow	4	$ 71.50	$ 286.00	4.00	0.00	$ -
40	Pavement Sealer Word	4	$ 72.50	$ 290.00	4.00	0.00	$ -
41	Pavement Sealer Med Nose	3	$ 130.00	$ 390.00	0.00	(3.00)	$ (390.00)
42	Pavement Sealer Tpl Arrow	1	$ 72.50	$ 72.50	1.00	0.00	$ -
43	Refl Pav Mrkr Ty I-C	55	$ 3.70	$ 203.50	0.00	(55.00)	$ (203.50)

ITEM #	DESCRIPTION	Bid Qty	Bid Price	Bid Total	Actual Qty	Difference	Revised Total
44	Refl Pav Mrkr TY II-AA	4	$ 3.70	$ 14.80	17.00	13.00	$ 48.10
45	Elim. Exist . 4" Marker	640	$ 0.35	$ 224.00	165.00	(475.00)	$ (166.25)
46	Elim. Exist . 8" Marker	100	$ 0.45	$ 45.00	350.00	250.00	$ 112.50
47	Elim. Exist . 12" Marker	100	$ 0.60	$ 60.00	0.00	(100.00)	$ (60.00)
48	Elim. Exist . 24" Marker	160	$ 0.90	$ 144.00	183.00	23.00	$ 20.70
49	Pav Surf Prep 4"	1025	$ 0.05	$ 51.25	268.00	(757.00)	$ (37.85)
50	Pav Surf Prep 8"	440	$ 0.08	$ 35.20	370.00	(70.00)	$ (5.60)
51	Pav Surf Prep 12"	815	$ 0.10	$ 81.50	586.00	(229.00)	$ (22.90)
52	Pav Surf Prep 24"	220	$ 0.15	$ 33.00	146.00	(74.00)	$ (11.10)
53	Pav Surf Prep Arrow	4	$ 50.00	$ 200.00	4.00	0.00	$ -
54	Pav Surf Prep med nose	3	$ 60.00	$ 180.00	0.00	(3.00)	$ (180.00)
55	Pav Surf Prep TPL Arrow	1	$ 50.00	$ 50.00	1.00	0.00	$ -
56	Pav Surf Prep Word	4	$ 60.00	$ 240.00	4.00	0.00	$ -
57	Install Traffic Signal System	1	$ 28,000.00	$ 28,000.00	1.00	0.00	$ -
58	Backplate 12" 3 Section	8	$ 55.00	$ 440.00	8.00	0.00	$ -
59	Backplate 12" 4 Section	4	$ 65.00	$ 260.00	4.00	0.00	$ -
60	Ped Signal LED	8	$ 450.00	$ 3,600.00	8.00	0.00	$ -
61	Veh Sig Sect 12" Led Grn Arw	4	$ 135.00	$ 540.00	4.00	0.00	$ -
62	Veh Sig Sect 12" Led Grn	9	$ 165.00	$ 1,485.00	9.00	0.00	$ -
63	Veh Sig Sect 12" Led Yel Arw	2	$ 145.00	$ 290.00	2.00	0.00	$ -
64	Veh Sig Sect 12" Led Yel	10	$ 190.00	$ 1,900.00	10.00	0.00	$ -
65	Veh Sig Sect 12" Led Red	14	$ 150.00	$ 2,100.00	14.00	0.00	$ -
66	2/C #12	1930	$ 1.40	$ 2,702.00	1930.00	0.00	$ -
67	4/C #12	1930	$ 1.55	$ 2,991.50	1930.00	0.00	$ -
68	7/C #12	2330	$ 1.75	$ 4,077.50	2330.00	0.00	$ -
69	Sig Pole 1 arm 40' (Lum)	1	$ 5,600.00	$ 5,600.00	1.00	0.00	$ -
70	Sig Pole 1 arm 44' (Lum)	3	$ 6,400.00	$ 19,200.00	3.00	0.00	$ -
71	Ped Detect. Button	8	$ 80.00	$ 640.00	8.00	0.00	$ -
72	Spread Spectrum Radio	1	$ 2,500.00	$ 2,500.00	1.00	0.00	$ -
73	Heliaz Cable	135	$ 3.00	$ 405.00	165.00	30.00	$ 90.00
74	Antenna Uni - Directional	1	$ 400.00	$ 400.00	1.00	0.00	$ -
75	Vivds Processor System	1	$ 8,000.00	$ 8,000.00	1.00	0.00	$ -
76	Vivds Camera Assembly	4	$ 1,200.00	$ 4,800.00	4.00	0.00	$ -
77	Vivds Set-up System	1	$ 850.00	$ 850.00	1.00	0.00	$ -
78	Vivds Comm Cable	1245	$ 1.60	$ 1,992.00	1245.00	0.00	$ -
CO	Curb Ramp (TY 7) (each)	0	1,200.00	$ -	1.00	1.00	$ 1,200.00
CO	Sidewalk (Square Yards)	0.0	98.00	$ -	16.80	16.80	$ 1,646.40
CO	NAZTEC Material	0	6,004.63	$ -	1.00	1.00	$ 6,004.63
CO	Extra Small Concrete Work	0	550.00	$ -	1.00	1.00	$ 550.00
			Sub - Total	**$ 183,029.70**		**Change Amount**	**$ 18,889.22**
						Original:	$ 183,029.70
					New Contract Amount:		**$ 201,918.92**

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 28, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: February 3, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve First Amendment to the Agreement with Brookstone, L.P., in an amount not to exceed $390,494.00 for Construction Services relating to the Sienna Library, to reflect delay in Construction.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 732418888 **Account Number:**
Activity (If Applicable): P418B-06SIENNAL

DESCRIPTION OF LAWSON ACCOUNT: Sienna Branch Library

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

2-11-09 3 origs. ret. to Laura at Facilities

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT
SIENNA BRANCH LIBRARY

THIS FIRST AMENDMENT to the AGREEMENT FOR CONSTRUCTION SERVICES is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and BROOKSTONE, L.P., hereinafter referred to as "Contractor" authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Construction Services for the Sienna Branch Library, dated August 12, 2008, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's Change Order dated January 21, 2009, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

A. Exhibit D, Section D.1.1.2 of the Agreement is amended as follows: "The Contract Lump Sum for this Agreement is $10,316,336.00."

B. The definition of "Contract Lump Sum" as stated in Article II of the Agreement is amended as follows: "Contract Lump Sum" $10,316,336.00 or as may be adjusted from time to time pursuant to Exhibit B.8."

C. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

The County executes this First Amendment by and through the County Judge acting pursuant to authorization of the Commissioners' Court of Fort Bend County, Texas.

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY

By: _____ Date: 2-3-09
Robert E. Hebert, County Judge

ATTEST: _____
Dianne Wilson, County Clerk

Approved:

By: _____ Date: 1-28-09
Don Brady, County Facilities
Management & Planning Director

BROOKSTONE, L.P.

_____ Date: January 28, 2009
John Carson, ~~President~~ Chairman

Exhibit A: January 21, 2009 Change Order from Contractor
Exhibit B: Agreement for Construction Services dated August 12, 2008

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $10,316,336.00 to pay the obligation of Fort Bend County under this Agreement.

_____
Ed Sturdivant, County Auditor

MER:Brookstone.Sienna Library Agreement. First Amend.2479(01272009)

EXHIBIT A

BROOKSTONE

CONSTRUCTION MANAGERS | GENERAL CONTRACTORS

3715 Dacoma
Houston, TX 77092

Change Order

Distribution
- ☐ Sienna Plantation Library
- ☐ STOA/Golemon/Bolullo, Architects
- ☐ Office ☐ Field
- ☐ Other

Project: 20810- Sienna Plantation Library
8411 Sienna Spring Boulevard
Missouri City, TX 77459

To (Contractor): Brookstone, L.P.
3715 Dacoma
Houston, TX 77092

Contract Number: 20810- Sienna Plantation Library

Change Order #: 001.000 Owner CO #01 - GeoPier Fdn

Change Order Date : 1/21/09

You are directed to make the following changes in this Contract:

C.O. Item	Contract Item	Units	UM	Description	Unit Price	Amount
01	CO001.000		LS	GeoPier/Spread Footing Fdn		295,336.00

The cost for the General Conditions Delay is not included in this cost. See Change Order Request 020 for the cost of General Conditions Delay up to the anticipated Commissioners Court approval date of 2/3/2009. Additional General Conditions Delay will be requested from 2/3/2009 until the re-designed foundation is back to it's original critical path date.

Total calendar days requested in this Change Order Request is from the start of the foundation delay date of November 4, 2008 until the anticipated Commissioners Court approval date of February 3, 2009 for a delay of 99 calendar days. It is anticipated that a minimum of an additional 25 calendar days will be requested.

Phase Code 03300-300 - Brookstone excludes any liability for GeoPier system design and/or performance. The GeoPier includes 3 uplift assemblies. The GeoPier pricing does not include the cost of the additional 45 uplift assemblies.

All items/qualifications within both Peterson's proposal and Keystone's proposal have been taken into consideration.

02	CO001.000		LS	General Conditions Delay		95,158.00

This Change Order Request is for General Conditions from the start of the foundation delay on November 4, 2008 until the anticipated Commissioners Court approval date of February 4, 2009. This Change Order Request does not cover the additional time delay for installation of the additional GeoPier / Spread Footing foundation work to bring project back to it's original critical path date. This anticipated additional time is a minimum of 25 calendar days. Another Change Order Request for General Conditions Delay will be presented for approval for this additional time delay when the foundation re-design work is complete.

Total For Change Order: 001.000 **390,494.00**

BROOKSTONE
CONSTRUCTION MANAGERS | GENERAL CONTRACTORS

3715 Dacoma
Houston, TX 77092

Change Order

Distribution
- ☐ Sienna Plantation Library
- ☐ STOA/Golemon/Bolullo, Architects
- ☐ Office ☐ Field
- ☐ Other

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	**9,925,842.00**
The net change by previously authorized Change Orders was	**0.00**
The Contract Sum prior to this Change Order was	**9,925,842.00**
The Contract Sum will be increased by this Change Order	**390,494.00**
The new Contract Sum will be	**10,316,336.00**

The Contract time will be increased by 99 Days, which makes the new completion date as of this Change Order 2/15/2010.

Authorized By Owner:
FB County Commissioners Court
301 Jackson Street, Suite 719
Richmond, TX 77469

By: _____

Date: _____

Accepted By Contractor:
Brookstone, L.P.
3715 Dacoma
Houston, TX 77092

By: _____

Date: 1/27/09

Architect:
STOA/Golemon/Bolullo, Architects
6213 Skyline Drive, Suite 200
Houston, TX 77057

By: Ramon M. Palomo / STOA

Date: 1-28-09

Exhibit B

-M 1801

CONSTRUCTION AGREEMENT
BETWEEN
FORT BEND COUNTY, TEXAS, as Owner
AND
BROOKSTONE, L.P., as Contractor

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EXHIBITS:
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Exhibit B - General Terms and Conditions
Exhibit C – Site Plan
Exhibit D - Compensation
Exhibit E – Warranty, Insurance and Indemnity
Exhibit F – Insurance Requirements, Performance and Payment Bonds
Exhibit G – Payment Application
Exhibit H – Contractor Affidavit, Lien Waiver and Release (Partial)
Exhibit I – Contractor's Response to RFP-R08-056 as amended by Contractor's letter dated August 5, 2008.

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT, entered into on this day by and between Fort Bend County, Texas, by and through its Commissioners Court, hereinafter referred to as ("Owner") and Brookstone, L.P., hereinafter referred to as the ("Contractor") and effective on the date executed by the Owner.

W I T N E S S E T H:

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

ARTICLE I.
AGREEMENT DOCUMENTS

This Agreement consists of this Agreement and Exhibits A through I which are attached hereto and which are made a part hereof as though set forth in full herein.

The above-referenced Exhibits are as follows:

Exhibit A – General Description of Work
Exhibit B – General Terms and Conditions
Exhibit C – Site Plan
Exhibit D – Compensation
Exhibit E – Warranty, Insurance and Indemnity
Exhibit F – Insurance Requirements, Performance and Payment Bonds
Exhibit G – Payment Application
Exhibit H – Contractor Affidavit, Lien Waiver and Release (Partial)
Exhibit I – Contractor's Response to RFP-R08-056 as amended by Contractor's letter dated August 5, 2008.

ARTICLE II.
DEFINITIONS

All terms defined in any part of this Agreement shall have the same meaning when used in any other part of this Agreement. When used in this Agreement, the following terms shall have the meanings set forth opposite such terms, respectively:

"Act of Defaults" - As defined in Exhibits B.9

"Permits" - As defined in Exhibit B.7.3.

"Agreement" - This Agreement and Exhibits A through I attached hereto.

"Applications for Payment" - As defined in Exhibit D.2.1.

"Architect" - The entity engaged by the Owner for design the Project. The term "Architect"

includes engineers, surveyors, designers and the other consultants retained by Owner. The Architect is not an employee of Owner, but is engaged or retained for the purpose of performing design services for the Project. The Architect designated by the Owner for purposes of this Agreement is STOA/Goleman/Bolullo, Architects.

"Cash Flow Schedule" - The forecasted progress payments of the Contract Lump Sum, including the portions of the Contract Lump Sum listed in the Schedule of Values, attached as Schedule 2 to Exhibit D.

"Change Orders" - As defined in Exhibit B.8

"Change Order Notices" - As defined in Exhibit B.8

"Contract Documents" - The Contract Documents for the Project shall consist of this Agreement, the Contractor's Response to RFP # R08-056 as amended by Contractor's letter dated August 5, 2008, Construction Documents, Construction Document Change Orders, and any other Change Order thereto that together form the entire integrated Agreement between Owner and Contractor. Owner's instructions to proposers, the Contractor's proposal, project manual, general requirements, general conditions, and supplementary conditions, addenda, the specifications, the drawings, and the notice of acceptance of the said proposal together with this Agreement form the Agreement, and they are as fully a part of the Agreement as if hereto attached or herein repeated.

"Construction Documents" - The final stage of the detailed architectural and engineering documents setting forth the design for the Project prepared by Architect on behalf of Owner as the Architect or Engineer of Record. Construction Documents consist of working drawings and specifications setting forth and describing: (1) the construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, civil, electrical, structural, mechanical, plumbing and all other systems and their components, and (3) the necessary proposal information and the Agreement, Supplementary Conditions, and Special Conditions, if any, of the contract.

"Construction Site" - The tract of land described in Exhibit C.

"Construction Work" - As defined in Exhibit A.2.

"Contract Lump Sum" $9,925,842.00 or as such may be adjusted from time to time pursuant to Exhibit B.8.

"Critical Milestone" - The milestones set forth in the Critical Path Schedule.

"Critical Path Schedule" - The document which shall be prepared by Contractor using a critical path method scheduling system setting forth a weekly three (3) week look-ahead schedule with respect to the Work and each major segment of the Work the time schedule for causing the tasks involved to be performed including the estimated dates for commencement and completion. Upon Owner's approval, from time to time the Critical Path Schedule may be amended. Contractor shall submit an updated Critical Path Schedule with each monthly pay application.

"Contractor" – The entity engaged by the Owner for construction of the Project. Contractor shall, in accordance with this Agreement, complete the Project and control scheduling of the construction of the Project, including components thereof.

"Contractor's Project Manager" – Contractor shall, in accordance with this Agreement, include as a part of its business organization or in its employ or under contract a project manager with the competency, skills and all required licenses in the State of Texas to manage the Project in accordance with the Contract Documents. Contractor's Project Manager shall be the primary point-of-contact for the Contractor. Owner, Owner's Representative, Program Manager, and Owner's Construction Inspector may rely upon written consents and approvals signed by Contractor's Project Manager, as the consent and approval of Contractor.

"Days" – Calendar days unless otherwise stated herein.

"Defect" – A fault in the Work or a failure of the Work or any part thereof to be in compliance with the Drawings and Specifications (as refined and modified in compliance with Exhibit B.8, B.3.4.4 and A.1.2).

"Defect Period(s)" - That period commencing on the effective date of this Agreement and ending on the first anniversary of the Final Completion Date.

"Drawings and Specifications" - The Preliminary Drawings and Specifications, as amended and refined from time to time pursuant to Exhibit B.8 and Exhibits A.1.2 and B.3.4.4.

"Final Completion Date" - The date certified by the Owner Representative and Contractor in a final completion certificate as being the date upon which, to the best of Owner Representative's and Contractor's knowledge and belief, the Work is complete in accordance with the Contract Documents and that all the Punchlist Items have been finished. Warranties required by the Contract Documents shall commence on the date of issuance of Certificate of Occupancy.
If the Certificate of Occupancy is withheld due to Owner furnished services, then warranties will commence on the date of Substantial Completion.

"Governmental Authority" - Any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence, with authority over the Work.

"Indemnified Parties" - Owner and all officers, directors, agents, employees, representatives, successors and assigns of such parties, their respective affiliates, parent corporations and subsidiary corporations.

"Laws and Regulations" - The laws, rules, regulations, and orders (both civil and military) of the United States of America and any other Governmental Authority having jurisdiction over the Work or any part thereof, any site where any part of the Work is performed, or any transportation routes or methods between such sites, whether such now exist or hereafter come into effect.

"Notice to Proceed" – A written document issued by Owner instructing Contractor to begin performance of the Work as specified in such document and in compliance with this Agreement.

"Owner" – Fort Bend County, Texas, the address of which for notices (unless changed by written notice to Contractor) is County Judge, 301 Jackson, 7th Floor, Richmond, Texas 77469, with a copy to Donald G. Brady, Director, Facilities Management and Planning, 1402 Band Road, Suite 100, Rosenberg, Texas 77471.

"Owner Representative" - Donald G. Brady, Director, Facilities Management and Planning, 1402 Band Road, Suite 100, Rosenberg, Texas 77471, or such other person as selected by the Owner and written notice of such selection is given by Owner to Contractor.

"Preconstruction Work" - As defined in Exhibit A.1.

"Preliminary Schedule of Values" - The preliminary schedule of values prepared by Contractor and submitted to the Owner Representative.

"Program Manager" - The Program Manager is retained by the Owner in accordance with a contract executed between the Program Manager and the Owner for the purposes of (i) peer review of the design documents provided by the Contractor for the Project, and (ii) review of elements of architectural or engineering administration of the Work (including change orders) under the Contract Documents. The term "Program Manager" includes engineers, surveyors, designers and the other consultants retained by the Program Manager. The Program Manager is not an employee of the Owner, but is engaged or retained by it for the purpose of performing design and construction administration services for the Project. The Program Manager designated by the Owner for purposes of this Agreement is The Maddox Group, Inc.

"Project" - The construction of the facility to be constructed under this Agreement described as the Fort Bend County Sienna Branch Library, 8411 Sienna Springs, Missouri City, Fort Bend County, Texas.

"Project Construction Program" - As defined in Exhibit A.1.1.

"Proposed Change Order" - As defined in Exhibit B.8.

"Punchlist Items" - Details of construction, mechanical adjustment or incidental repairs and decoration for the Project, the noncompletion of which does not materially interfere with Owner's access to or use of the Project as determined solely by the Owner.

"Records" - As defined in Exhibit B.4.3.

"Schedule of Values" - A schedule listing of the amount of value (expressed in terms of dollars) agreed upon by Contractor and the Owner Representative to be attributable to the portions of the Construction Work. This Schedule of Values shall be agreed upon and identified by Contractor and the Owner Representative pursuant to Exhibit B.1.2.

"Scheduled Substantial Completion Date" – As included in the Critical Path Schedule.

"Substantial Completion Date" – The date certified by Owner Representative and Contractor as being the date Work has been completed such that all systems are operational as designed and

the Project has received a Certificate of Occupancy for its intended use with the only remaining Work to be completed being Punchlist Items. If the Final Certificate of Occupancy is withheld due to Owner furnished services, then the Certificate of Substantial Completion will be issued, provided all other requirements of Substantial Completion are completed.

"Transfer Date" - As defined in Exhibit B.12.2.

"Work" – The Construction Work together with all other obligations of Contractor under this Agreement.

"Work Commencement Conditions" - As defined in Exhibit B.1.1.

ARTICLE III
WORK

Except as otherwise provided for in this Agreement, Contractor shall perform the Work, and in connection therewith shall furnish (or cause to be furnished) all personnel, materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials, facilities, and services as and when required to perform the Work and all matters incidental thereto. The Work shall be completed as specified in the Critical Path Schedule and shall be completed within 394 days from the Notice to Proceed from Owner.

ARTICLE IV.
COMPLETION OF WORK

Subject to delays caused by a failure of the Work Commencement Conditions or other delays beyond the control of the Contractor, Contractor shall commence, perform and complete the Work in accordance with the Contract Documents.

ARTICLE V.
COMPENSATION

As consideration for the performance of the Work, Owner shall pay to Contractor the compensation provided for in Exhibit D. Subject to the terms of Article III hereof and of Exhibit B.8, the compensation provided for in Exhibit D covers and includes all the compensation, payment and remuneration whatsoever that Owner is obligated to pay Contractor in connection with or growing out of this Agreement or the performance by Contractor of its obligations under this Agreement.

ARTICLE VI
DEFAULT BY CONTRACTOR

If Contractor, including any part of its business organization or its employ or under contract pursuant to this Agreement shall default or shall fail or neglect to carry out the Work in accordance with the Contract Documents or the Construction Documents or shall fail to otherwise fully comply with its obligations under this Agreement, the Contractor agrees that the Owner may, after giving the Contractor seven (7) days written notice, during which period the Contractor fails to commence and diligently pursue the cure of such default or failure, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from payment due the Contractor or at Owner's option and without invalidating the performance bond, Owner may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method Owner shall deem expedient. If the expense incurred by Owner in finishing the Work exceeds the unpaid balance of the Contract Lump Sum, Contractor shall be liable for such deficiency and Contractor shall, immediately upon demand, pay such amount to Owner. If the expense incurred by Owner in finishing the Work does not exceed the unpaid balance of the Contract Lump Sum, the remaining unpaid balance of the Contract Lump Sum shall be paid to Contractor.

ARTICLE VII
AUDITOR'S CERTIFICATION

This Article VII shall prevail over any other provision of this Agreement which might be interpreted to the contrary. Owner shall not be required by this Agreement to expend sums in excess of the amounts certified by the Fort Bend County Auditor as available for paying the obligations of Owner under this Agreement. Obligations of Owner under this Agreement are limited to the sum certified as available in the Auditor's Certificate attached hereto below plus such other sums as may be specifically certified by the Fort Bend County Auditor as available to pay obligations hereunder , and no Change Order requiring the Owner to expend funds in excess of funds previously certified as available by the County Auditor shall be effective unless and until, in addition to any other requirements for the effectiveness of such Change Order, the County Auditor has certified the availability of funds to pay the Owner's obligations thereunder.

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ARTICLE VIII
EXECUTION

This Agreement shall become effective on the date executed by Owner.

APPROVED AS TO FORM:

ROY L. CORDES, Jr.
County Attorney

By: _____

FORT BEND COUNTY, TEXAS (Owner)

By: _____
ROBERT E. HEBERT
County Judge

Date: August 12, 2008

ATTEST:

_____
Dianne Wilson, County Clerk

APPROVED:

By: _____
Don Brady, County Facilities
Management & Planning Director

BROOKSTONE, L.P. (Contractor)

By: _____

Date: 7/8/08

ATTEST:

_____

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $3,925,842.00 are available to pay the obligations of Fort Bend County under the foregoing Agreement.

_____
Ed Sturdivant, County Auditor

EXHIBIT A

GENERAL DESCRIPTION OF WORK

A.1. PRECONSTRUCTION WORK. Contractor shall do the following as "Preconstruction Work":

A.1.1. Prepare, and amend from time to time, a broad scale program for the implementation and completion of the Work (the "Project Construction Program"). The Project Construction Program shall be in such detail and shall cover such matters as may be required by Owner, and (without limiting the generality of the foregoing) shall be comprised of the following: (a) the Critical Path Schedule, (b) the Critical Milestones, and the other segments of the Work for which Contractor will be entitled to receive progressive payments of the Contract Lump Sum pursuant to the Cash Flow Schedule attached to Exhibit D, and (c) construction programs indicating the expected dates of commencement and expected duration and expected completion for each major element of the Work. Contractor shall be paid as provided in D.2.1.

A.1.2. Within ten (10) business days of receipt of a Notice to Proceed from Owner, Contractor shall provide a project schedule for Owner's approval. The project schedule shall utilize the critical path method (CPM) with activities broken down to be no more than two (2) weeks in duration including critical milestones necessary to complete the Project on time. The Project Schedule shall include, but not be limited to the following (a) Owner furnished item requirements; (b) long lead item and significant procurement milestones, and (c) commissioning and closeout activities.

A.1.3. On an as needed basis as determined by Owner Representative, cause Contractor's personnel and Contractor's Project Manager to meet with Owner Representative and Program Manager, and the representatives of the Architect to discuss the status of the Work.

A.1.4. Carefully and diligently study and compare all drawings, specifications, and instructions and shall at once report to the Architect and Owner any error, inconsistency, or omission which Contractor may discover. It is understood that Contractor's review of drawings and specifications is for the purpose of executing the Work.

A.1.5. Complete the process of obtaining the Owner's permits pursuant to Exhibit B.7.

A.2. CONSTRUCTION WORK. Contractor shall do the following as "Construction Work"

A.2.1. Perform all preparatory work at the Construction Site required for compliance with all laws and regulations as to actions to be taken by contractors before construction begins.

A.2.2. Construct and install the Project on the Construction Site in accordance with the Contract Documents.

A.2.3. Furnish all materials, supplies, equipment, tools, labor, supervision, utilities, transportation and other materials and services as and when required to perform the portion of the Construction Work described in Exhibit A.2.

A.2.4. Continue the progress meetings described in Exhibit A.1.3.

A.2.5. Schedule and comply with Owner's contracted Materials Testing requirements necessary for the Construction Work as approved by the Owner Representative and this Agreement; the frequency of testing shall be approved by the Owner Representative.

EXHIBIT B

SCHEDULE OF VALUES; APPLICATIONS FOR PAYMENT

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

B.1. COMMENCEMENT AND COMPLETION OF WORK; SITE ACCESS.

B.1.1. Commencement of Construction Work. Contractor shall not be obligated to commence performance of the Construction Work and the commencement of the time period for determining the Scheduled Substantial Completion Date shall not commence until the issuance of a Notice to Proceed from Owner, which shall not be issued until at least the following conditions are satisfied:

(a) Written approval by Owner of the Project Construction Program as defined in Exhibit A.1.1 and approval by the Owner of the Preliminary Schedule of Values; and

(b) Required building permits are available to Contractor.

B.1.2. Schedule of Values. On or before the expiration of 15 days after the effective date of this Agreement, Contractor shall prepare or cause to be prepared and Contractor shall deliver the Preliminary Schedule of Values to the Owner Representative. Owner and Contractor shall review and refine the Preliminary Schedule of Values and when the parties have refined such schedule and upon approval of the Owner Representative, it shall become the Schedule of Values.

B.1.3. Completion of Work. Subject to adjustments to the Scheduled Substantial Completion Date due to delays beyond the control of Contractor or delays caused by Owner, Contractor shall pay the sum of $500 for each day after the date required for Substantial Completion that Substantial Completion is not achieved. Owner and Contractor recognize the difficulty, inconvenience and uncertainty of ascertaining the actual damages that could be sustained by Owner as a consequence of delays in the occurrence of the Substantial Completion Date, and the parties agree that the monetary damages owed by Contractor as a consequence of any such delay in the Substantial Completion Date shall be limited to the liquidated damages described in the preceding sentence; while these liquidated damages shall be Contractor's sole and complete liability to Owner for any and all damage claims based on or arising from delays in the Substantial Completion Date, the foregoing limitation shall not be construed to prevent Owner from exercising its remedies under Exhibit B.9.2. or from obtaining injunctive relief or other equitable relief or remedies.

B.1.4. Site Access. Prior to the Transfer Date, Owner and Contractor shall have uninterrupted access to the Construction Site. Subsequent to the Transfer Date, Owner will permit Contractor and Architect and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the Punchlist Items.

B.2. RELATIONSHIP OF PARTIES.

B.2.1. Independent Contractor and Fiduciary Role. Contractor shall be an independent contractor and any provisions of this Agreement that may appear to give Owner or the Owner Representative the right to direct Contractor as to the details of the manner of doing the Work shall be deemed to mean that Contractor shall follow the desires of Owner or the Owner Representative in the results of the Work only and not in the means whereby the Work is to be accomplished. Contractor shall be responsible as to the details of doing the Work. Neither the agents, representatives, nor employees of Contractor and its subcontractors shall be deemed to be the agents, representatives, or employees of Owner. Contractor further represents that it accepts a fiduciary role and responsibility with respect to Owner and shall, to its best abilities, act in the best interests of Owner and the timely completion of the Work. Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Owner except and unless specifically authorized in writing by Owner to do so. Contractor shall furnish construction administration and management services and use Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of Owner.

B.2.2. Contractor's Project Manager. Owner recognizes and agrees that Contractor will perform the Work under the direction of Contractor's Project Manager.

B.2.3 Familiarity with Project. Contractor represents and accepts that it has: (a) visited the property, (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the visible general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation in regards to the Project, (d) examined the property, the obstacles which may be encountered and all other visually observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Owner the results of all of the foregoing.

B.3. OBLIGATIONS OF OWNER.

B.3.1. Title to Construction Site. Owner is the owner in fee simple of the Construction Site.

B.3.1.1. Owner shall be responsible for providing surveys to Contractor upon execution of the Agreement The surveys and legal information shall include grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; right-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade. All of the information in the survey shall be referenced to a Project benchmark. Owner shall provide the results and reports of prior tests, inspections or investigations conducted, if any, for the Project involving chemical, air and water pollution, hazardous materials or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Owner shall furnish the services of geotechnical engineers for subsoil and water conditions. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other

consultants shall include preparation and submission of all appropriate reports and professional recommendations. Owner shall promptly obtain easements, zoning variances, and legal authorizations regarding site utilization where essential to the execution of the Owner's program. Contractor shall be entitled to rely upon the accuracy and completeness of the services, information, surveys and reports required to be provided by the Owner.

B.3.2. Owner Representative. The Owner Representative is authorized to act on behalf of Owner under this Agreement in the administration of the Work, the granting of all consents and approvals of Owner under this Agreement (including, without limitation, the approval of changes in the Work and Proposed Change Orders pursuant to Exhibit B.8), and the processing and approval of the Applications for Payment of the Contract Lump Sum pursuant to Exhibit D. The Owner Representative's review or approval of or agreement to the performance of Work or any portion thereof shall, subject to the terms of this Agreement, in no way relieve Contractor of full responsibility for the performance of the Work. All matters requiring approval or consent by Owner under this Agreement (including, without limitation, Proposed Change Orders) shall be considered to be submitted to Owner when the same are received by the Owner Representative. Copies of this Agreement shall be furnished by Owner to the Owner Representative. The Owner Representative shall have free access to any portion of the Construction Site where any portion of the Work is being performed. Contractor acknowledges that any change orders and/or any budgetary matters require approval from the Fort Bend County Commissioners Court.

B.3.3. Project Completion Coordination. Owner shall cause the Owner Representative and other members of the staff of the Owner Representative, and/or Program Manager to be available to coordinate with all agencies and departments of Owner and all other governmental authorities required in the prosecution of the Work and required for the compliance of the Work and the completed Project with all applicable laws and regulations. Owner shall also cause the Owner Representative and the authorized employees and staff members of the Owner Representative to (a) promptly review all elements of the Project Construction Program in order to promptly advise Contractor of those elements that are acceptable or objectionable to Owner, (b) attend the progress meetings described in Exhibits A.1.3 and A.2.4, (c) review any Proposed Change Orders and (if required) the final working drawings and specifications pursuant to Exhibit B.3.4.4, (d) review the Applications for Payment submitted to Owner for progress payments of the Contract Lump Sum pursuant to Exhibit D, (e) review the progress of the Work to the extent necessary to determine the Substantial Completion Date for the Project and (f) review any aspects of the Project requiring review and approval by Owner prior to the final payment of the Contract Lump Sum pursuant to Exhibit D.2.3.

B.3.4. Standards for Owner's Review and Approval.

B.3.4.1. Owner acknowledges that in order to meet the deadlines established by the Project Construction Program for the performance of the Work, and in order to accomplish the efficient performance of the Work, Contractor may submit matters to Owner in stages for approval or consent. Upon receipt of any matter submitted by Contractor for review and approval, whether a Proposed Change Order described in Exhibit B.8, a change to the final Drawings and Specifications as described in Exhibit B.3.4.4 or otherwise, Owner shall review the same and shall diligently and promptly within 14 calendar days for any such matter other than a Proposed Change Order, and within 28 calendar days for a Proposed Change Order, give Contractor notice of Owner's approval or disapproval, setting forth in detail reasons for any disapproval.

Owner's right to disapprove any such matter submitted (other than a Proposed Change Order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and Contractor is unable to demonstrate that such new element is reasonably necessary for performance of the Work, or (c) which depict matters that are violations of this Agreement or applicable laws and regulations.

B.3.4.2. If Owner disapproves of a particular matter or Proposed Change Order, Contractor shall have the right to resubmit such matter or Proposed Change Order to Owner, altered to satisfy Owner's basis for disapproval. Any resubmission shall be subject to review and approval by Owner in accordance with the procedures described in Exhibit B.3.4.1.

B.3.4.3. Owner and Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Work expeditiously, so as not to delay the performance of the Work in accordance with this Agreement.

B.3.5. Expedited Approvals. Owner recognizes the importance of expeditious action upon all matters submitted to Owner (or Owner's Representative) for review and approval and of expeditious response to those aspects of the Work requiring approval by governmental authorities having jurisdiction thereover. Owner agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Owner shall use its reasonable efforts to expedite any required review of the Project or other matters by any Governmental Authority.

B.4. OBLIGATIONS OF CONTRACTOR.

B.4.1. Laws and Regulations. Contractor shall in its performance of the Work comply with all applicable laws and regulations. Any delays in the prosecution of the Work caused by any changes in the laws and regulations may entitle Contractor to an extension of time if such delay affected the Critical Path Schedule.

B.4.2. Project Construction Program. Contractor shall deliver to Owner periodically, but at least once each month, a schedule showing the status of the Work with reference to the Project Construction Program, as amended, and showing the then expected schedule for completion of the Work and showing any delays in the Work and the party responsible for such delays. Contractor shall promptly inform Owner by means of a Proposed Change Order (as provided for in Exhibit B.8.2) of any anticipated or actual delays or accelerations that may cause the Work to be completed before or after the Scheduled Substantial Completion Date.

B.4.3. Records. Contractor agrees to maintain and preserve for a period of at least four (4) years after the earlier of the expiration of the Defect Period(s) or termination of this Agreement, accurate and complete records relating to the performance of the Work. Contractor agrees to, upon request, provide Owner with such records.

B.4.4. Record Drawings and Specifications. Within thirty (30) days after from the Substantial Completion Date, Contractor shall furnish Owner with a full set of As-Built marked-up Drawings and Specifications for the Project as actually constructed. On the Final Completion Date, Contractor shall furnish Owner with copies of all subcontractors' and suppliers' warranties

and all operating manuals. Such Drawings and Specifications shall be marked to show all approved changes and modifications that have been incorporated into the Work as performed.

B.4.5. Record Copy of Contract Documents. Contractor shall maintain at the site one (1) up-to-date record copy of all contracts, drawings, specifications, addenda, Change Orders or other modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, product data, samples and similar required submittals, and requests for information ("RFIs"). These items shall be available to Owner, Architect and Contractor, and will be delivered to Owner upon completion of the Project.

B.4.6. Staffing Plan and Prevailing Wage Rates. Contractor shall develop a proposed supervisory staffing plan for approval by Owner. In accordance with Chapter 2258 of the TEXAS LOCAL GOVERNMENT CODE, all persons employed by the Contractor shall be compensated at not less than the rates shown in Schedule 1 to Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to Owner for inspection at all reasonable times in accordance with Section 2258.024 of the TEXAS GOVERNMENT CODE.

B.5. CONDUCT OF THE WORK.

B.5.1. Familiarity; Rights and Obligations. Contractor represents that it is familiar with all phases of the Work and the matters that may affect the Work or its prosecution under this Agreement. Neither any oral representation by or oral agreement with any officer, agent, or employee of Owner or Contractor, either before or after the execution of this Agreement, nor any written representation by or written agreement with any officer, agent, or employee of Owner or Contractor before execution of this Agreement shall affect or modify any of parties' rights or obligations hereunder.

B.5.2. Standard of Performance. Contractor shall prosecute the Work in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Agreement. If the law imposes an obligation upon Contractor to perform the Work in a "good and workmanlike manner," the parties agree that such term shall be synonymous with the standard of care specified in this Exhibit B.5.2 and Exhibit B.2.1.

B.5.2.1. Warranty of Contractor. Contractor warrants to Owner that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Contractor will use its best efforts to ensure that the services provided under this Agreement will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards; and (ii) Contractor 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, and (iii) following the date of acceptance of this Agreement, the services provided by Contractor to Owner will conform to the representations contained in this Agreement, including all attachments, schedules and exhibits. All warranties provided by Contractor in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Owner.

B.5.2.2. Contractor shall provide, during construction, continuous on-site construction observation, to familiarize itself with the progress and quality of the completed work, and to determine if the work is proceeding in such a way as when it is complete it will be in accordance with the Contract Documents. Field Reports shall be prepared daily by Contractor and submitted to Owner Representative. Contractor shall submit a report which shall constitute a representation by Contractor to Owner, based on observations at the site that to the best of Contractor's knowledge, information and belief, the quality of the completed work is in accordance with the Contract Documents.

B.5.2.3. Contractor shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard Owner against defects and deficiencies in the completed work of the Trade Contractors. Contractor shall be responsible for the construction means, methods, techniques, sequences of procedures, and for the safety precautions and programs employed in connection with the work. However, Contractor will promptly inform the Owner's Representative in writing whenever defects and deficiencies in the completed Work are observed and whenever any defects or discrepancies are observed within the Contract Documents, or when any observed actions or omissions are undertaken by the Trade Contractors that are not in the best interest of Owner and the Project.

B.5.3. Document Delivery. During the progress of the Work, Contractor shall provide Owner with both hard copy (one original and two copies) and electronic format any design, engineering, procurement and construction documents produced by Contractor.

B.5.4. Ownership of Documents. Drawings, specifications, and other documents, including those in electronic form, prepared by the Architect and furnished to Contractor are Instruments of Service. All design and instruments of service under this Agreement, including, but not limited to, tracings, drawings, estimates, specifications, studies and other documents, completed or partially completed, shall be the property of Owner. Contractor specifically waives and releases any proprietary rights or ownership claims therein. Contractor may retain a reproducible copy of all Instruments of Service; however, Owner reserves the right, so long as such instruments of service exist, to obtain copies, reproducible or otherwise, from Contractor at Owner's expense, but without any additional fee or charge by Contractor.

B.5.4.1. Contractor shall be liable to Owner for any loss or damage to any such documents while they are in the possession of, or while being worked upon, by the Contractor or anyone connected with Contractor, including agents, employees, consultants or subcontractors. All documents damaged shall be replaced or restored by Contractor without cost to the Owner.

B.5.5. Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Work. Prior to the Final Completion Date, Contractor shall maintain Rodney Ledet as the Contractor's "Contractor's Project Manager" who shall be authorized to act on behalf of Contractor and with whom Owner may consult at all reasonable times. Contractor's Project Manager shall not be transferred from the Work without Owner's consent (which shall not be unreasonably withheld or delayed); provided, however, Contractor's Project Manager shall not be assigned solely to the Work and shall be entitled to spend reasonable time working on matters unrelated to the Work or the Project so long as such work on other matters does not render Contractor's Project Manager unavailable to the Work or unavailable to Owner's Representative. However, such obligation to furnish Contractor's Project Manager and such staff personnel shall

not be construed (a) to preclude the promotion within Contractor's organization of any person assigned to the Work or (b) to give rise to any liability of Contractor if any person assigned to the Work (including, without limitation, Contractor's Project Manager) leaves Contractor's employment. If Contractor's Project Manager is transferred from the Work, Owner shall have the right to approve any replacement (which approval will not be unreasonably withheld or delayed). Contractor and Contractor's subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable Governmental Authorities. Contractor shall, at its own expense, remove from the Work any person who fails to comply with such rules and instructions. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him. Owner may, upon written notice to the Contractor, require Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Agreement; violation of the Owner's or Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Owner may, upon thirty (30) days written notice to Contractor, require the removal of any individual from providing services without cause.

B.5.6. Inspection. The Work and all parts thereof shall be subject to inspection from time to time by inspectors designated by the Owner Representative and Architect. No such inspections shall relieve Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the Work as not in accordance with the Drawings and Specifications or any provision of this Agreement shall be construed to imply an acceptance of such Work or to relieve Contractor of any of its obligations hereunder. Owner agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Work.

B.5.7. Protection Against Risks. Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Work which involve a risk of bodily harm to persons or a risk of damage or loss to any property. Contractor shall regularly inspect all Work, materials and equipment for the purpose of discovering and determining any such conditions and shall be responsible for correction of any such conditions. Contractor shall comply with all federal, state and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Work is being performed. Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the Construction Site.

B.5.8. Claims. Claims made by any party must be submitted in writing within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognized the condition giving rise to the claim, whichever is later.

B.5.9. Correlation and Intent of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

B.5.9.1. The most recently issued document takes precedence over previously issued forms of the same document. Figures given on drawings govern scale measurement, and large scale details govern smaller scale drawings. If an item is shown one place in the drawings, but not on another, or called for in a schedule or the specifications but not shown on the drawings, it is to be included. Existing conditions take precedence over Drawings and Specifications for dimensions and shall be verified by Contractor. The order of precedence is as follows with the highest authority listed first:

A. The Agreement
B. Addendum
C. Supplemental Conditions
D. General Conditions
E. Specifications and
F. Drawings

B.5.9.2. In the event of discovered inconsistencies, if any, within or between parts of the Contract Documents Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirement, either or both in accordance with Architect's interpretation. The terms and conditions of this section, however, shall not relieve Contractor of any other obligations of this Agreement.

B.6. EQUIPMENT AND MATERIALS.

B.6.1. Equipment. Except as expressly provided herein to the contrary, Contractor shall furnish all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Work within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the Construction Site promptly and at Contractor's cost. Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Work within the times allotted in the Project Construction Program.

B.6.2. Materials. Except as may be specifically provided otherwise in the Agreement or approved in advance by Owner, Contractor shall provide the Owner Representative with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

B.6.3. Procurement Procedures. Procurement requisition, purchase order, inspection and expediting reports shall follow Contractor's standard reporting format whenever such standard reporting format exists, and if no such format exists, Contractor shall devise a format with the Owner's Representative and/or Program Manager.

B.7. PERMITS.

B.7.1. Contractor Permits. Contractor shall obtain all permits, licenses, governmental consents and approvals which may be necessary for the lawful performance of the Work on or before the date when such permits, licenses, Texas Department of Licensing and Regulation requirements,

governmental consents or approvals are required by law or are necessary for the lawful performance of the Work. Owner shall provide any required easements.

B.7.2. Permits Generally. Each party shall cooperate with the other in obtaining all permits required to be obtained as provided in this Agreement.

B.8. CHANGES.

B.8.1. General. Owner may make changes in the Work by altering, adding to, or deducting from the Work. All changes in the Work which (a) require an adjustment in the Contract Lump Sum or an adjustment in the Scheduled Substantial Completion Date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written Change Order Notices, Proposed Change Orders and Change Orders, as described in Exhibit B.8.2, which Change Order procedure shall be the exclusive means to effect such changes in the Work. There shall be a presumption against the need for Change Orders that increase the Contract Lump Sum.

B.8.2. Change Order Procedure.

B.8.2.1. Owner Initiated Change Orders: If at any time Owner desires to make any change in the Work requiring the issuance of a Change Order pursuant to Exhibit B.8.1, Owner shall so advise Contractor in writing by delivery to Contractor of a written notice (the "Change Order Notice"), describing the change. Upon receipt of a Change Order Notice initiated by Owner, Contractor shall within a reasonable period of time advise Owner of Contractor's proposal for the adjustments, if any, in the Contract Lump Sum, the Project Construction Program, the Schedule of Values and the Scheduled Substantial Completion Date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Owner. Such Proposed Change Order shall contain a description of the proposed change and shall set forth Contractor's estimate of the increase or decrease, if any, in the Contract Lump Sum and the change, if any, in the Project Construction Program, the Schedule of Values and the Scheduled Substantial Completion Date attributable to such change.

B.8.2.2. Contractor Initiated Change Orders: If Contractor desires to make a change in the Work requiring the issuance of a Change Order or if Contractor receives any drawings, specifications, interpretations or instructions from Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions which may result in a change in cost, scope or Substantial Completion Date, Contractor shall deliver to Owner a Proposed Change Order and shall not proceed with the affected work until further written instructions are received from Owner. Upon execution by the Owner Representative on behalf of Owner (and the approval of Fort Bend County Commissioner's Court), a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Agreement. Contractor shall forthwith perform the Work as changed in accordance with such Change Order. All Work performed pursuant to a Change Order shall be performed in accordance with the terms of this Agreement. All Proposed Change Orders shall be submitted for approval by Owner (through the Owner Representative) in compliance with Exhibit B.3.4. No action, acquiescence or inaction by Owner or any representative of the Owner shall be construed to be a waiver of

requirements set forth in this Agreement in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

B.8.3. Change Order Authorization. Each Change Order shall be signed by the Owner Representative and an authorized representative of Contractor.

B.8.4. Contract Lump Sum Adjustments. The Contract Lump Sum and the Schedule of Values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. Contractor shall not be entitled to an adjustment in the Contract Lump Sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Work caused by the acts or omissions of Owner, provided that such delays do not delay the Critical Path nor fall outside of any time limits established under this Agreement. This sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Work to be interrupted for a continuous period of 90 days through no fault of Contractor.

B.8.4.1. When Owner and Contractor agree upon the adjustments in the Contract Lump Sum, the Project Construction Program, the Schedule of Values and the Scheduled Substantial Completion Date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order and effective thereafter in accordance with Section B.8.2 above.

B.9. DEFAULT AND TERMINATION

B.9.1. Default by Owner.

B.9.1.1. Each of the following shall be an "Act of Default" by Owner and a material breach of this Agreement:

(a) Owner's failure to disburse installments of the Contract Lump Sum to Contractor as required under this Agreement;

(b) If Owner materially defaults under this Agreement (other than a default described in clause (a) of this Exhibit B.9.1.1) and Owner fails to remedy such default within 30 days after written notice from Contractor or, if such default is of a nature that it cannot be remedied within 30 days, if Owner fails to initiate action within 30 days after such notice and thereafter to proceed diligently and continuously to remedy same; or

(c) If repeated suspensions, delays or interruptions of the Work by Owner constitute in the aggregate more than 90 days in any 365-day period or cause the Work to be interrupted for a continuous period of 45 days, both through no act or fault of Contractor.

B.9.1.2. If any Act of Default by Owner shall occur, Contractor shall have the right to deliver a written notice at any time prior to the curing of such Act of Default which terminates Contractor's duty to complete the Work, and upon any such termination, Owner shall pay to Contractor the portion of the Contract Lump Sum owed to Contractor for Work completed as of

the date of termination by Contractor in accordance with the approved Schedule of Values, and additional compensation for demobilization and other costs and expenses incurred by Contractor as a consequence of the termination, including reasonable overhead, profit and damages.

B.9.2. Default by Contractor.

B.9.2.1. Each of the following shall be an "Act of Default" by Contractor and a material breach of this Agreement:

(a) If Contractor materially defaults under this Agreement and Contractor fails to remedy such default within 15 days after written notice from Owner or, if such default is of a nature that it cannot be remedied within 15 days, if Contractor fails to initiate action within 15 days after such notice and thereafter to proceed diligently and continuously to remedy same; or

(b) If Contractor shall (i) file or consent to any petition for bankruptcy or insolvency or similar remedy; (ii) fail to cause any bankruptcy, insolvency, or similar proceeding to be stayed or dismissed within 90 days after the filing thereof; (iii) be adjudged a bankrupt or make a general assignment for the benefit of creditors; or (iv) seek, consent to or acquiesce in the appointment of a trustee, conservator, custodian, liquidator or receiver of a significant portion of Contractor's assets.

B.9.2.2. If any Act of Default by Contractor shall occur, Owner shall have the right to deliver written notice at any time prior to the curing of such Act of Default which terminates Contractor's right to proceed with the Work and Owner shall have no obligation to make any further payments to Contractor except for the portion of the unpaid Contract Lump Sum, if any, that exceeds Owner's cost of completion and other damages recoverable hereunder and such unpaid Contract Lump Sum shall become due once all remaining expenses associated with the Work have been incurred and paid. In the event of such termination, Owner may finish the Work by whatever means it may deem expedient, including (without limitation) the hiring of any Contractor or Contractors under such form of contract as Owner may deem desirable, and Owner shall have the right but not the obligation, for the purposes of completing the Work, to take over and assume the rights and obligations of the Contractor under any or all subcontracts and purchase orders. Contractor and Contractor's performance bond surety shall be responsible for all damages recoverable under this Agreement arising from Contractor's breach.

B.9.3. Officers and Employees. None of the officers, directors, constituent partners, members, employees, elected officials, agents or affiliates of Owner or Contractor shall ever be personally liable for, or obligated to pay, or to satisfy any judgment for, any damages or any other monetary obligation whatsoever under any theory of action or recovery, on account of an Act of Default by Owner or Contractor under this Agreement or otherwise.

B.10. PAYMENT OF BILLS AND LIENS.

B.10.1. Payment of Bills. Contractor shall promptly pay when due all amounts owed by Contractor to all subcontractors performing portions of the Work pursuant to a direct contract with Contractor (but expressly excluding any subcontractors not directly contracting with Contractor). Contractor shall indemnify and hold Owner harmless from and against all liens, costs, claims, suits, actions, debts and damages (including, without limitation, reasonable

attorneys' fees) arising as a consequence of Contractor's failure to comply with this Exhibit B.10.1 so long as Owner makes payment to Contractor as required by this Agreement.

B.10.2. Liens. Contractor shall indemnify and hold harmless the Indemnified Parties from all liens and other encumbrances against the portions of the Work and any claims or actions on account of debts or claims with respect to the Work alleged to be performed by Contractor or its subcontractors or suppliers to any person, and will defend any claim or litigation in connection therewith.

B.11. TAXES.

B.11.1. Unemployment Taxes. Contractor shall, and shall require its subcontractors to, pay any and all taxes and contributions for sickness and unemployment insurance, retirement benefits, life pensions, annuities, and similar benefits which may now or hereafter be imposed by law or agreement with respect to persons employed by Contractor or any of its subcontractors for performance of the Work. Contractor shall comply with all Laws and Regulations applicable to the compensation paid to its employees.

B.11.2. Corporate and Income Taxes. Notwithstanding anything else herein to the contrary, it is not intended that Owner be liable to Contractor for the reimbursement of any corporate franchise taxes or any taxes levied directly or indirectly on or measured by income or chargeable gains.

B.11.3. Sales and Use Taxes. Contractor shall pay any and all sales or use taxes imposed by the State of Texas or any municipality or other entity incorporated thereunder or created thereby; provided, however, Owner agrees to reasonably assist in obtaining the appropriate certificates from the appropriate Governmental Authorities reflecting the exemption of the Project from all sales and use taxes.

B.12. COMPLETION, TRANSFER AND ACCEPTANCE.

B.12.1. Substantial Completion. Upon the occurrence of the Substantial Completion Date, the Punchlist Items shall be promptly commenced and thereafter completed within thirty (30) days after Substantial Completion by Contractor.

B.12.2. Transfer and Acceptance. Upon the occurrence of Substantial Completion, care, custody and control of the Project shall pass to Owner. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to the Owner pursuant to this Exhibit B.12.2. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Owner and Contractor shall not be thereafter obligated to cover the Project with the Builder's Risk Insurance described in the Exhibit F.

B.12.3. Partial Occupancy. Owner may obtain beneficial use and occupancy of any completed or partially completed portion of the Work at any stage, provided such use and occupancy is authorized by public authorities having jurisdiction over the Work.

B.12.3.1. Inspection. Immediately prior to such partial use and occupancy, Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

B.12.3.2 Effect. Partial use and occupancy of a portion or portions of the Work shall not constitute acceptance of Work not complying with requirements of the Contract Documents.

B.13. GUARANTEES, WARRANTIES AND INSURANCE.

B.13.1. General. Generally, all guarantees, warranties and insurance coverage to be provided by Contractor to Owner are set forth in Exhibit F.

B.13.2. Supervision of Warranty Work. Contractor shall, without any compensation in addition to the Contract Lump Sum, coordinate and supervise the completion of the corrective Work in the manner required for the original Work as a result of a Defect in the Work or the failure of the Work or the Project to meet the standards designated in Exhibit F.

B.14. SUBCONTRACTS, ASSIGNMENTS AND OTHER AGREEMENTS.

B.14.1. Subcontracts. When used in this Agreement, the terms "subcontract" and "subcontractor" shall mean and include both subcontracts and purchase orders and both subcontractors and purchase order vendors, respectively. Contractor shall be entitled to enter into subcontracts with subcontractors as required by Contractor to perform the Work. Except as expressly provided herein to the contrary, Contractor shall remain responsible for performance of all Work subcontracted by Contractor. Contractor shall be responsible for inspecting subcontractors' work, for measuring progress and maintaining schedules, and for notifying Owner of subcontract awards and status. Contractor shall manage, schedule and coordinate the work of its subcontractors at whatever tier so as to meet the Scheduled Substantial Completion Date. Contractor shall include in each subcontract provisions (a) recognizing that the subcontract does not bind Owner, and (b) permitting Owner, Owner's Representatives and their designees to conduct the inspections permitted herein.

B.14.2. Assignment. Contractor may not assign this Agreement or any portion hereof except with the prior written consent of Owner; provided, however, this Exhibit B.14.2 shall not be construed to prohibit Contractor from entering into subcontracts in order to perform the Work.

B.15. INDEMNIFICATION.

B.15.1. Bodily Injury and Property Damage Liability. As set forth in Exhibit F, Contractor is obligated to defend, indemnify and hold harmless the Indemnified Parties from any and all claims, damages, liabilities and expenses (including, without limitation attorneys' fees) for injury to or death of any person or for damage to or destruction of any property resulting directly or indirectly from any and all acts or omissions of Contractor, its officers, agents and employees, any of Contractor's subcontractors' subcontractors, their officers, agents and employees or anyone employed by any of them or anyone for whose acts any of them may be liable.

B.15.2. Protection of Work. As set forth in Exhibit F, Contractor shall be responsible for all risk of loss to all materials delivered to the Construction Site and all materials and equipment incorporated into the Work prior to the Transfer Date unless the loss occurs after Substantial Completion and is solely caused by Owner or its separate contractors. Contractor shall, prior to the Transfer Date, provide continuous and adequate protection of the Work performed and of

Owner's and Contractor's property located at the Construction Site. Contractor shall be obligated to replace or repair any materials, equipment or supplies which are (or are to become) a permanent part of the Work or any temporary or existing facilities at the site.

B.15.3. Limitations. Contractor shall have no obligation to Owner or any other party with respect to any damage or loss to the Work or property on the Construction Site (including loss of use) caused by the perils of war, insurrection, revolution, or nuclear reaction.

B.16. FORCE MAJEURE.

B.16.1. Force Majeure as applicable to Contractor. If Contractor shall be unable to perform or shall be delayed in the performance of any of the terms and provisions of this Agreement as a result of (i) governmental preemption of materials in connection with a national emergency declared by the President of the United States; (ii) riot, insurrection, or other civil disorder affecting performance of the Work; (iii) power or other utility failure preventing the performance of the Work or substantial portions of same; (iv) fire or other unavoidable casualty; or (v) unusual and extreme weather conditions, then, and in any such event, such inability or delay shall be excused, and the time for completing the affected portions of the Project (and the entire Project, if applicable) shall be extended for such reasonable period of time as the delay has affected the performance of the Work hereunder. Contractor shall take all reasonable actions to minimize the delay caused by any of the above factors, and shall notify Owner in writing of any event allowing for excuse or delay not later than seven (7) days after the event Contractor first becomes aware of the event; or may have become aware, of the event; otherwise Contractor will be deemed to have waived the excuse or delay.

B.16.2. Force Majeure as applicable to Owner. If Owner shall be unable to comply or shall be delayed in the compliance of any of the terms and provisions of this Agreement as a result of (i) governmental preemption of materials in connection with a national emergency declared by the President of the United States; (ii) riot, insurrection, or other civil disorder; (iii) power or other utility failure; (iv) fire or other unavoidable casualty; or (v) unusual and extreme weather conditions, then, and in any such event, such inability or delay shall be excused, and the time for compliance with the Agreement shall be extended for a reasonable period of time. Owner shall take all reasonable actions to minimize the delay caused by any of the above factors, and shall notify Contractor in writing of any event allowing for excuse or delay not later than seven (7) days after the event Owner first becomes aware of the event; or may have become aware, of the event; otherwise Owner will be deemed to have waived the excuse or delay.

B.16.3. Excluded Events. Contractor understands that delays occasioned by the events and occurrences set forth below are not included in Exhibit B.16.1, do not constitute reason for extending the date for Substantial Completion and that it is Contractor's responsibility to make adequate provision in scheduling the Work for the following:

B.16.3.1. Normal Weather Conditions. Weather conditions other than those that substantially vary from the normal climatology conditions that prevailed at the Site. See Exhibit J

B.16.3.2. Late Deliveries. Late deliveries of materials and/or equipment for any cause other than those specified in Exhibit B.16.1. No claim will be approved if materials and equipment are delayed due to Contractor's tardy procurement or expediting.

B.16.4. Additional Grounds. The provisions of this Exhibit B.16.1 are in addition to other grounds for extension of time as set forth in the Contract Documents.

B.17. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for all actions regarding this Agreement shall be in Fort Bend County, Texas.

B.18. CERTAIN THIRD PARTIES BENEFITED. This Agreement shall be for the sole benefit of Owner and Contractor and not for any other third party.

B. 19. NOTICES.
All notices, requests, directions, or other communications permitted or required hereunder (collectively "notices"), other than routine Work related communications, shall be in writing and shall be delivered in person or by certified mail, return receipt requested to the appropriate party at the address specified below, with copies to such other parties as specified below, unless a different address for notice or copy thereof is changed by notice. Notice sent by personal delivery to the authorized representative designated by a party shall be effective on the date the authorized representative actually receives such delivery. Notice sent by properly addressed mail, certified or registered with return receipt requested, and postage prepaid shall be effective three days after being deposited in the mail. Notice sent by telegraph, telex, telecopy, or cable, charges prepaid and confirmed by copy thereof sent by registered or certified mail shall be effective upon the date of such telegraph, telex, telecopy, or cable. Notice sent in any other manner shall be effective only if and when received by the parties.

To Owner:	Fort Bend County Commissioners Court 301 Jackson St., Suite 719 Richmond, Texas 77469 Attn: County Judge
Copy to:	Facilities Management and Planning Department Don Brady, Director 1402 Band Road, Suite 100 Rosenberg, Texas 77471
To Contractor:	Brookstone, L.P. John D. Carson, Chairman 3715 Dacoma Street Houston, Txas 77092
To Architect:	STOA/Goleman/Bolullo Architects 6213 Skyline Drive, #200 Houston, Texas 77057
Copy to Program Manager:	The Maddox Group, Inc. 950 Threadneedle, Suite 145 Houston, Texas 77079

B.20. CONSENTS. Without limiting the generality of Exhibits B.3.4 and B.3.5, in each and every instance where Owner or Contractor is required in this Agreement to obtain, or Owner or Contractor has elected to obtain, the consent or approval of the other party to any act or circumstance, such consent or approval shall not be unreasonably withheld, delayed or conditioned, unless otherwise expressly permitted in this Agreement.

B.21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby. All prior negotiations, representations, and agreements with respect thereto and unincorporated herein are hereby cancelled. Except as otherwise provided in this Agreement, this Agreement may be modified or amended only by a document duly executed on behalf of the parties hereto.

B.22. NON-WAIVER. No waiver or waivers by either party hereto of any breach or default of any provision hereunder shall be deemed a waiver of any other provision hereof or a waiver of any subsequent breach or default. No payment made under this Agreement (a) shall be, or be construed to be, final acceptance or approval of that part of the Work to which such payment relates or any other part of the Work, (b) shall relieve Contractor of any of its obligations hereunder with respect thereto, or (c) shall constitute a waiver of or otherwise affect the covenants and warranties of Contractor.

B.23. CAPTIONS. The captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part thereof.

B.24. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy or render ineffective the basis of the bargain between the parties hereto, the remainder of this Agreement and the application of the provision to the other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

B.25. CLAIMS FOR CONSEQUENTIAL DAMAGES. Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

(a) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(b) damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

B.21.1 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement. Nothing contained in this Exhibit B.24 shall be deemed to preclude an award of liquidated damages pursuant to Exhibit B.1.3 hereof.

B.26. CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or reports furnished by Owner to Contractor or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall give notice to the other party promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. Owner shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, shall negotiate with Contractor an equitable adjustment in the Contract Lump Sum or Substantial Completion Date, or both. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of this Agreement is justified, Owner shall so notify Contractor in writing, stating the reasons. Claims by Contractor in opposition to such determination must be made within five (5) days after Owner has given notice of the decision.

SCHEDULE I TO EXHIBIT B
STAFF PREVAILING WAGE RATES

The following prevailing wage rates shall be utilized by Contractor's staffing of the Project during the course of the Work. Contractor shall be responsible for payment of not less than the wages detailed below for the duration of the Project.

FORT BEND COUNTY
PREVAILING WAGE SCALE
(Effective 1997)

JOB TITLE	PREVAILING WAGE
Acoustical Carpenter	$8.29 Hr
Asphalt Paving Machine Operator	$9.52 Hr
Assembler, Metal Building	$9.34 Hr
Brick Mason	$7.78 Hr
Cabinet Maker	$7.99 Hr
Carpenter, Finish	$8.11 Hr
Carpenter, Rough (Bracer)	$9.66 Hr
Carpet Layer	$5.95 Hr
Cement Mason (finisher, paver, floater)	$9.47 Hr
Concrete Building Assembler	$5.15 Hr
Concrete Rubber	$8.86 Hr
Ditching Machine Operator (Light Equipment Operator I)	$8.31 Hr
Electrician, Journeyman	$10.47 Hr
Fire Suppression System Installer	$8.55 Hr
Glazier	$6.55 Hr
Grade Checker (Construction Surveyor)	$8.73 Hr
Helpers (depending on trade represented)	$5.15-$6.50 Hr.
Installer, Ceiling Tile	$7.90 Hr.
Installer, Drywall	$7.94 Hr.
Installer, Grid, Ceiling Tile	$7.90 Hr.
Mechanic, Commercial HVAC Installer	$8.48 Hr.
Mechanic Sheetrock	$7.94 Hr.
Motor Grader Operator (Heavy Equipment Operator II)	$11.81 Hr.
Painter	$7.00 Hr.
Plumber	$9.38 Hr.
Road Roller Operator (Heavy Equipment Operator)	$8.58 Hr.
Roofer (Construction)	$6.30 Hr.
Scraper Operator (Heavy Equipment Operator II)	$11.81 Hr.
Scraper Operator I	$8.91 Hr.
Timekeeper	$7.00 Hr.
Utility Tractor Operator (Heavy Equipment Operator II)	$8.58 Hr.
Vinyl Tile Floor Installer	$5.56 Hr.
Wallpaper Installer	$6.41 Hr.
Wallpaper Installer Helper	$5.15 Hr.
Welding, Machine Operator (Arc)	$9.37 Hr.

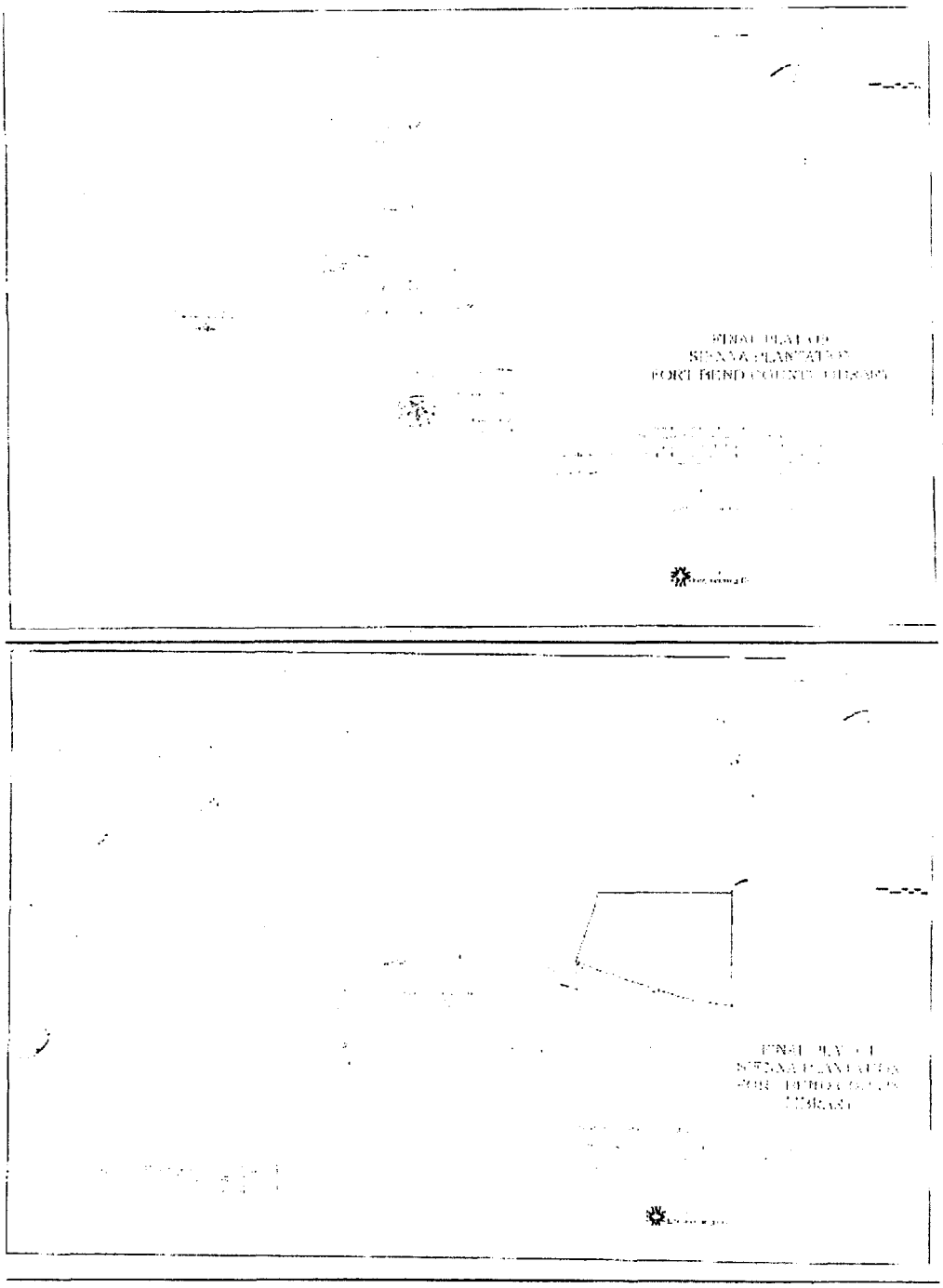


Exhibit C – Site Plan

EXHIBIT D

COMPENSATION

D.1. CONTRACT LUMP SUM.

D.1.1. Total Compensation. As full and complete compensation for Contractor's performance of the Work in accordance with the terms and conditions of this Agreement, Owner shall pay to Contractor the Contract Lump Sum. The Contract Lump Sum constitutes the entire compensation due Contractor for all of the Work and all of Contractor's obligations under this Agreement regardless of difficulty, hours worked, or materials or equipment required and includes, but is not limited to, compensation for all applicable taxes (excluding sales and use taxes, as set forth in Exhibit B.11.3), fees, overhead, profit, mobilization and demobilization costs, overtime premiums and payments, and all other direct and indirect costs and expenses incurred or to be incurred by Contractor under this Agreement. The Contract Lump Sum shall be increased or decreased only in accordance with Change Orders issued pursuant to Exhibit B.8.

D.1.1.2. The Contract Lump Sum for this Agreement is $9,925,842.00

D.1.2. Current Payments. Contractor hereby warrants to and covenants with Owner that neither Contractor nor any of its subcontractors and suppliers have performed any of the Work at the Construction Site or delivered any material or supplies to the Construction Site or ordered any specially fabricated materials prior to the effective date of this Agreement, and that all of Contractor's rights hereunder are subject and subordinate to all liens, mortgages, assignments, and security interests granted by Owner in and to the Construction Site, all improvements, fixtures, equipment and personal property (including removables) now or hereafter constructed thereon or therein, securing any indebtedness or obligation of Owner now or hereafter existing, and all renewals, extensions and rearrangements thereof.

D.1.3. Cash Flow Schedule. The portions of the Contract Lump Sum will be broken down into amounts to be paid upon the achievement by Contractor of each Critical Milestone, or a portion thereof, as set forth in the Cash Flow Schedule for the Project to be agreed upon between the parties and to be attached as Schedule 2 to this Exhibit D once agreed. The Critical Milestones (or portions thereof) described in the Cash Flow Schedule will be further described in the Project Construction Program. If, in the process of the completion of the Work, the Critical Milestones are accomplished at a time before or after the dates contemplated under the Cash Flow Schedule, Contractor and Owner shall adjust the Cash Flow Schedule (by written agreement executed by Contractor and the Owner Representative) to account for the acceleration or delay in the accomplishment of the Critical Milestones. The Cash Flow Schedule includes Contractor's current estimated payments for the portions of the Contract Lump Sum attributable to the Schedule of Values.

D.1.4. Schedule of Values. The Contract Lump Sum listed in the Schedule of Values will be paid for the Construction Work on a percentage of completion basis based upon the amounts set forth in the Schedule of Values as approved by Owner. The breakdown of the Schedule of Values is for the purpose of invoicing and progressive payment only. Owner shall be obligated to make progress payments of such amount invoiced by Contractor in accordance with Exhibit D.2.2; provided, however, in no event will Owner be obligated to pay to Contractor the amounts allocated to any line item of the Schedule of Values that exceeds the total of such Value.

D.2. METHOD OF PAYMENT.

D.2.1. Applications for Payment. Contractor shall submit all "Applications for Payment" (as herein defined) for installments of the Contract Lump Sum for approval and processing to Owner on a monthly basis in accordance with the Schedule of Values on or before the tenth (10^{th}) day of each calendar month during the progress of the Work. Each Application for Payment shall be in a form acceptable to the Fort Bend County Auditor and shall reflect any amount representing the proportionate part of the Work performed during the previous month. As support for each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:

(a) A statement in the form attached as Exhibit G executed by Contractor certifying that (i) the proportionate part of the Work described in such Application for Payment has been performed. (ii) Contractor's amount included in the Application for Payment attributable to the Schedule of Values is due and owing, (iii) there are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded, (iv) all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application for Payment, and (v) except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work.

(b) A partial lien waiver and release in the form attached as Exhibit H effective through the date of Contractor's preceding Application for Payment, executed by Contractor with a statement certifying those matters set forth in clauses (i) through (v) of subparagraph (a) of this Exhibit D.2.1, certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.

(c) An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment, or material to the Project, satisfying the requirements for such releases set forth the TEXAS PROPERTY CODE §53.085.

(d) A fully updated Critical Path Schedule.

D.2.2. Progress Payments and Retainage. Within 30 days after receipt of each uncontested Application for Payment together with the supporting materials specified in Exhibit D.2.1., Owner shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment except five percent (5%) of the amount requested in each Application for Payment shall be held by Owner.

D.2.2.1. The retainage withheld shall be released upon Final Completion of the entire Project upon the request for its release by Contractor, and certification by Architect that said Work is finally complete and satisfactory, unless grounds exist for withholding payment on account of other defaults by Contractor, including Work performed by its Trade Contractors.

D.2.3. Final Payment to Contractor. Payment, constituting the entire unpaid balance of the Contract Lump Sum, less 50 percent of the retainage then held by Owner and such amount as the Owner Representative

determines is reasonably necessary for all incomplete Work (including, without limitation, the Punchlist Items) and for all unsettled claims, as provided in this Agreement, shall be advanced by Owner to Contractor upon the Substantial Completion Date. Owner shall pay all outstanding and withheld portions of the Contract Lump Sum to Contractor upon the later to occur of (i) 30 days after the Final Completion Date or (ii) the date that Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. Owner shall have received from Contractor a lien waiver or an affidavit to the effect that it and all its Trade Contractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of lien for labor or service performed or rendered and materials supplied or furnished, in connection with the construction and installation of the Project), and with respect to this Agreement, Contractor shall have provided to Owner the Final Certificate of Occupancy for the building.

D.2.3.1. Upon payment of the entire balance of the Contract Lump Sum and all other amounts withheld by Owner pursuant to this Exhibit D.2.3, Contractor shall execute and deliver to Owner a release discharging Owner from all liabilities, obligations and claims to pay the Contract Lump Sum pursuant to this Agreement.

D.2.4. Owner shall retain the sum of $25,000 from the Final Payment to Contractor as a warranty retainage. Any unused warranty retainage shall be paid to Contractor on the first (1st) anniversary of the effective date of the warranty period.

AS PER ORIGINAL

SCHEDULE 1 TO EXHIBIT D
PRICING

Pricing Form

Sienna Plantation Branch Library
Fort Bend County

PROPOSAL TO Fort Bend County

The undersigned hereby proposes to perform all work for the construction and completion of the Sienna Plantation Library located at 8411 Sienna Springs Blvd., Missouri City, TX in accordance with the Contract Documents prepared by STOA/Go eman/Bolulic Architects for the sums listed below:

Base Price:

	Category	
1	Earthwork	
2	Site Utilities	
3	Paving / Sidewalks / Sitework	
4	Irrigation	
5	Landscaping	
6	Foundations & Concrete Work	
7	Structural Steel / Misc. Metals	
8	Exterior Sun Screens	
9	Roofing /Thermal & Moisture Protection	
10	Masonry	
11	Windows	
12	Doors	
13	Frames	
14	Hardware	
15	Millwork / Casework / Countertops	
16	Drywall & Framing	
17	Acoustical Ceilings	
18	Plaster & Stucco	
19	Carpet / VCT	
20	Ceramic Tile	
21	Raised Floor	
22	Painting	
23	Specialties / Appliances / Tackboards / Toilet Access	
24	Elevators	
25	HVAC	
26	Plumbing	
27	Lighting	
28	Power / Electrical Systems	
29	Cabling / Cable Tray / Data System / UPS	
30	Audio Video Systems / Paging	
31	Sprinkler System	
32	FM 200 System	
33	Fire Detection & Alarm System	
34	Security Systems	
35	Building Automation System	
36	Sub Total	
37	Project Staffing	
38	General Conditions / Overhead	
39	General Contractor Fee	
40	Total Project Bid	

Note: No Sales & Use Tax is applicable to County work

For Base Price: Nine Million One Hundred Forty Nine Thousand Nine Hundred Dollars ($9,149,900)

FORM

SCHEDULE 2 TO EXHIBIT D
SCHEDULE OF VALUES AND CASH FLOW SCHEDULE

(TO BE DEVELOPED BY CONTRACTOR AND OWNER IN ACCORDANCE WITH EXHIBIT B.1.2 AND D.1.3)

THIS SCHEDULE OF VALUES WILL NOT BE PREPARED UNTIL AFTER EXECUTION OF THE CONTRACT.

EXHIBIT E
WARRANTY, INSURANCE AND INDEMNITY

E.1 MATERIALS AND EQUIPMENT.

E.1.1. Contractor shall, for the protection of Owner, obtain from all vendors and subcontractors guarantees with respect to the machinery, equipment, and materials, used and installed as a part of the Work, which guarantees shall be in form and content consistent with those prevailing in the applicable industry and which shall be made available to Owner to the full extent of the terms thereof. Contractor shall use its best efforts to obtain guarantees which extend to the expiration of the Defects Period or for such longer period of time as may be obtainable from such vendors and subcontractors and shall specify that same shall be enforceable by and for the benefit of Owner.

E.1.2. All materials and equipment are subject to inspection by Owner at all times. No inspection or other action by Owner shall release any vendor or subcontractor from its duty to conform to final specifications nor shall any inspection or other action or lack thereof release any vendor or subcontractor from any warranty or guarantee. The failure of Owner to inspect shall not constitute a waiver of the right to reject the material or equipment for defective workmanship or material.

E.2. WORKMANSHIP. Subject to the provisions of Exhibit E.6. hereinbelow, Contractor guarantees that the Work will be free from any Defect in the workmanship of Contractor or any subcontractor or other party engaged by Contractor in connection with the Work. Provided Owner notifies Contractor of such a Defect prior to the end of the Defects Period, Contractor will promptly correct at no cost to Owner, any Defect in or damage to the Work or any part thereof arising or resulting, directly or indirectly, from any Defect in the workmanship of Contractor (or its subcontractors or suppliers) and Contractor shall itself correct or, as deemed feasible by Owner, have another correct any such Defect where such is attributable to any subcontractor or other party engaged by Contractor in connection with the Work.

E.3. POST CONSTRUCTION WORK: TRAINING. From and after the Transfer Date, Contractor shall provide or cause to be provided to Owner multiple copies of all training manuals for all equipment, systems and machinery installed by Contractor (or its subcontractors or suppliers) in the Project, and training services with respect to the operation and maintenance of the equipment, systems and machinery within the Project, to the extent the same has been installed by Contractor (or its subcontractors or suppliers) pursuant to the Agreement. Such services shall include, but not be limited to, training of maintenance personnel of Owner with respect to proper maintenance procedures for the initial startup and continued operation of the equipment, systems and machinery within the Project, training of operation personnel of Owner with respect to proper use, operation and maintenance of the equipment, machinery and systems within the Project and such other services as may be mutually agreed upon between Owner and Contractor after the date hereof.

E.4. EXCEPTIONS TO GUARANTEES. Contractor shall not be obligated to provide corrective or remedial services and shall have no other obligation for Defects in the Work which occur as a result of (a) improper maintenance or operation by Owner or (b) normal wear, tear, erosion, and corrosion after the Transfer Date.

E.5. INSURANCE COVERAGES. Contractor shall obtain and keep (or cause to be obtained and kept) in full force and effect until the expiration of the Defects Period (except for the Builder's Risk Insurance, which shall be kept in effect only until the Transfer Date) the insurance coverages specified in Schedule 1 to this Exhibit E-1.

E.6. DEFECTS AND REMEDIAL ACTION

E.6.1. If, at any time during the prosecution of the Work, Contractor determines that there is an error, omission or defect in the Drawings and Specifications, Contractor shall notify Architect and Owner of such error, omission or defect and Contractor shall suspend the portion of the Work that is based on the portion of the Drawings and Specifications containing such error, omission or defect. Contractor shall meet with Architect within three (3) days of such notice to discuss remedial action. When Owner, Contractor, and Architect have agreed upon the appropriate remedial action, Architect has corrected the error, omission or defect in the Drawings and Specifications, and Contractor has approved such curative action, Contractor shall proceed with the affected Work and any delay occasioned thereby may be subject to any additional compensation to Contractor, as approved by Owner.

E.6.2. With respect to replacement equipment and materials supplied and services reperformed in accordance with the provisions of this Agreement, the Defects Period shall automatically be extended to apply to the replacement equipment or material or the reperformed service for a period of twelve calendar months from the later of (i) the Transfer Date or (ii) the date Contractor notifies Owner of the completion of the installation of the replacement equipment or material or the reperformance of service.

E.6.3. Remedial Action.

E.6.3.1. Subject to the terms of Exhibit E.4, if, during the Defects Period, Owner determines that there is a Defect in a portion of the Work, Owner shall notify Contractor and Contractor shall take remedial action acceptable to Owner without delay.s

E.6.3.2. If Contractor's remedial action is not commenced without delay or having so commenced is not prosecuted with all due dispatch to completion, Owner, after giving notice to Contractor, may proceed with another Contractor or contractors to perform such remedial action, in which case Contractor shall reimburse Owner upon demand for all costs incurred in performing such remedial action.

E.7. PERFORMANCE OF SUPPLIER'S OBLIGATIONS.

E.7.1. In the case of Defects in materials, machinery or equipment which arise from the failure of a supplier to Contractor of materials for the Project, or defects in services provided in a specialty or sole source subcontract with a subcontractor of Contractor (in this subparagraph any such subcontract of supply or service is herein called "subcontract" and the party providing such service is called "subcontractor"):

E.7.2. Contractor shall secure full performance of the supplier's or subcontractor's obligations under Agreements of supply or under subcontracts by repair, replacement or otherwise to the satisfaction of the Owner. Contractor, upon the request of the Owner, shall assign any of its rights under subcontracts or purchase agreements for machinery, equipment or material or under such Agreements of supply to the Owner and shall at such time be automatically relieved of the obligations relative to the matters covered by such contracts.

E.7.3. Contractor shall undertake such other or additional action as the Owner may require to achieve prompt correction of, or to overcome or offset, or to remedy or repair, the Defect.

E.8 PATENTS.

E.8.1. Contractor hereby indemnifies each of the Indemnified Parties against, and agrees to hold each of the Indemnified Parties harmless from, all claims, demands, liabilities, damages, losses, costs, and judgments arising from assertions by third parties that Contractor or any subcontractor (except any subcontractor selected by Owner to which Contractor objects) or all or any of the Indemnified Parties are infringing upon any patent, copyright, trademark, or service mark or are misappropriating any proprietary information. If any action or proceeding relating to any such assertion is brought against any one or more of the Indemnified Parties, then, unless Owner directs otherwise, Contractor shall conduct in due diligence and in good faith, the defense of such action or proceeding, whether or not Contractor is joined therein; provided, however, Contractor shall not admit the validity or infringement of any patent, copyright, trademark, or service mark without the express written consent of Owner. In connection with Contractor's defense of any such action or proceeding, the Indemnified Parties shall render such assistance as Contractor may require in such defense. Without relieving Contractor of any of its obligations hereunder, any one or more of the Indemnified Parties, at its election, may participate in the defense of any such action or proceeding at its sole cost. Contractor shall pay all liabilities, damages, losses, fees (including but not limited to attorneys' fees), costs, settlement sums, judgments, and other expenses incurred by the Indemnified Parties in connection with any such assertions, actions, or proceedings. Contractor hereby warrants and represents to the Indemnified Parties that Contractor has no actual knowledge of any patent, copyright, trademark, service mark, or proprietary information that is or will be alleged to be infringed upon or misappropriated by the proposed activities under this Agreement or the maintenance, repair, use, or sale of the Project.

E.8.2. Contractor shall use its diligent, good faith efforts to obtain from all suppliers a patent indemnity in the form set forth in Exhibit E.8.1. If any prospective supplier refuses to grant such patent indemnity, Contractor shall promptly notify Owner and, unless authorized by Owner in writing, shall select an alternate supplier.

E.9. INDEMNIFICATION

E.9.1. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING DIRECTLY OR INDIRECTLY FROM ANY AND ALL NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES, ANY OF CONTRACTOR'S SUBCONTRACTORS, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANYONE DIRECTLY EMPLOYED BY ANY OF THEM. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS EXHIBIT E.9.1., IF ANY SUCH CLAIM OR LIABILITY ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, THE LIABILITY OF CONTRACTOR UNDER THE FOREGOING INDEMNITY SHALL BE REDUCED ON A PRO RATA BASIS SUCH THAT IT WILL NOT INCLUDE THE PORTION OF HARM PROVEN TO ARISE FROM OR OTHERWISE ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY.

E.9.2. Contractor shall be responsible for all risk of loss to all materials delivered to the Construction Site and all materials and equipment incorporated into the Work prior to the Transfer Date. Contractor shall, prior to the Transfer Date, provide continuous and adequate protection of the Work, the property and adjacent property of Owner or Contractor constituting the Construction Site. Contractor shall be obligated to replace or repair any (a) materials, equipment or supplies which are, or are to become, a permanent part of the Work or temporary or existing facilities whether Contractor owned or leased or furnished by

Contractor or Owner or (b) construction supplies and materials which are lost from the Construction Site, damaged or destroyed on the Construction Site prior to the Transfer Date, however such loss or damage may occur unless the same results from the negligence or willful misconduct of Owner or its officers, directors, employees or agents.

EXHIBIT F

INSURANCE REQUIREMENTS, PERFORMANCE AND PAYMENT BONDS

A. INSURANCE COVERAGE. Contractor shall obtain and keep in full force and effect until Completion of the Work the insurance coverages hereinafter specified in this Schedule 1; such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

1. Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Contractor as the named insured and Owner as additional insured with the following coverages and limits:

A. General Aggregate	$2,000,000
B. Products Completed Operation – Aggregate	$2,000,000
C. Personal Advertising Injury Limit	$1,000,000
D. Each Occurrence Limit	$1,000,000
E. Fire Damage Limit (any one fire)	$50,000
F. Medical Expense Limit (any one person)	$5,000

2. Such insurance shall contain blanket contractual coverage, shall be written on Insurance Services Offices approved occurrence form and shall also provide the following protection:

A. premises/operations coverage;

B. broad form property damage liability coverage

C. completed operations coverage for a period of 2 years following the date of substantial completion of the Work;

D. XCU coverage;

E. independent contractors and employees as additional insureds;

F. contractual liability coverage.

3. Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Contractor as the named insured and Owner as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than $1,000,000 per occurrence.

4. Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Contractor and all subcontractors in connection with the Work, with employer's liability insurance of not less than $1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Owner.

5. Umbrella Liability Insurance. Umbrella liability insurance naming Contractor as the named

insured and Owner as additional insured, in an amount not less than $5,000,000 per occurrence and in the aggregate.

6. Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.

(a) 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 a project, for the duration of the project.

(b) Duration of the project - includes the time from the beginning of the Work on the project until the Contractor's work on the project has been completed and accepted by the Owner.

(c) Persons providing services on the project. ("Subcontractor" in section 406.096 of the TEXAS LABOR CODE) includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent General 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 project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(d) Contractor 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 Contractor providing services on the project, for the duration of the project.

(e) Contractor must provide a certificate of coverage to Owner prior to the commencement of the Work.

(f) If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Owner showing that coverage has been extended.

(g) Contractor shall obtain from each person providing services on a project, and provide to Owner:

(i) a certificate of coverage, prior to that person beginning work on the project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by Contractor, 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 project.

(h) Contractor shall retain all required certificates of coverage for the duration of the

project and for one year thereafter.

(i) Contractor shall notify Owner in writing by certified mail or personal delivery, within 10 days after Contractor knows or should know, of any change that materially affect the provision of coverage of any person providing services on the project.

(j) Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. (This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population.):

REQUIRED WORKER'S COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Worker's Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

(k) Contractor shall contractually require each person with whom it Agreements to provide services on a project, to:

(i) 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 project, for the duration of the project;

(ii) provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(iii) provide to Contractor, 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 project;

(iv) obtain from each other person with whom it contracts, and provide to Contractor:

1. a certificate of coverage, prior to the other person beginning work on the project; and

2. 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 project;

(v) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vi) notify Owner in writing by certified mail or personal delivery, within 10 days after the person knows or should know, of any change that materially affects the provision of coverage of any person providing services on the project; and

(vii) contractually require each person with whom it contracts, to perform as required by Section 6(a) through 6(j) hereof, with the certificates of coverage to be provided to the person for whom they are providing services.

(l) By signing this Agreement or providing or causing to be provided a certificate of coverage, Contractor is representing to Owner that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the project, 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(m) Contractor's failure to comply with any of these provisions is a breach of Agreement by Contractor which entitles Owner to declare the Agreement void if Contractor does not remedy the breach within ten days after receipt of notice of breach from Owner.

B. POLICIES. Every policy referred to in this Schedule 1 shall (i) provide that no material change, cancellation or termination shall be effective until at least 30 days after written notice thereof has been received by Contractor and Owner; (ii) provide that such insurance shall not be invalidated by any act or negligence of Contractor or Owner, or any subcontractors or any person or entity having an interest in the Project, nor by any foreclosure or other proceedings or notices thereof relating to the Project, nor by any change in title to or ownership of the Project; and (iii) include a waiver of all rights of subrogation in favor of Contractor and Owner.

C. BUILDERS RISK INSURANCE. Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

D. RESPONSIBLE COMPANIES. All insurance required by any provision of this Schedule 1 shall be in such form and shall be issued by such responsible companies licensed and authorized to do business in the State of Texas as are acceptable to Contractor. Any insurance company rated at least "A" as to management and at least "Class XII" as to financial strength in the latest addition of Best's Insurance Guide, published by Alfred M. Best Co., Inc., 75 Fulton Street, New York, New York (or any successor publication of comparable standing) shall be deemed a responsible company and acceptable to Contractor.

E. COPIES. Prior to commencement of the Work, Contractor shall furnish insurance certificates evidencing the coverages required under this Schedule I to Owner, which shall clearly indicate that the insurance required to be obtained hereunder has been obtained in the type, amount and classification as herein required. Owner shall have the right, upon prior notice and during business hours, to review certified true copies of the insurance policies maintained pursuant to this Schedule I.

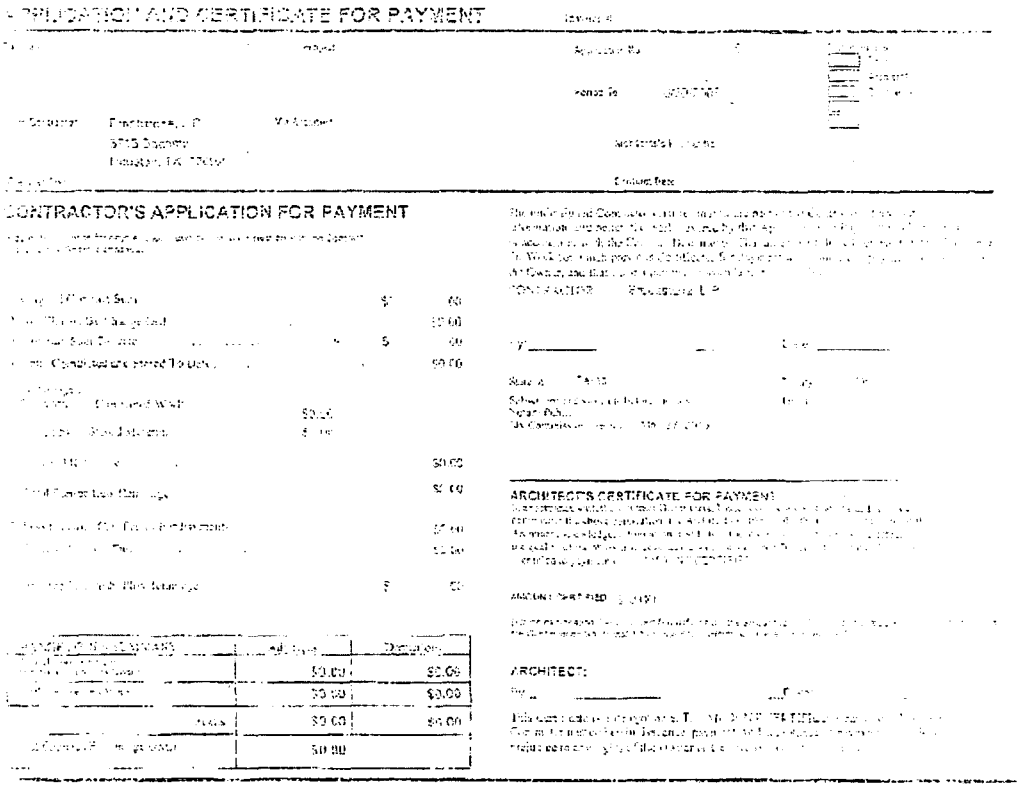
F. PERFORMANCE BOND AND PAYMENT BOND. Contractor shall furnish a payment bond with good and sufficient surety or sureties payable to Owner and intended for the use and protection of all Trade Contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Construction Work. Contractor shall also provide a performance bond with good and sufficient surety or sureties for the faithful performance of the Agreement and to indemnify Owner for damages occasioned by a failure to perform the Construction Work or for failure to perform the Construction Work within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of Owner.

1. The surety must be one that is licensed to do business in the State of Texas, and must be acceptable to Owner. Each bond shall be in an amount equal to 100% of the Contract Lump Sum.

2. Bond Requirements. The performance bond and payment bond shall identify the Principal (Contractor) and Surety with Owner. The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of Owner will be for informational purposes only. The Principal and the Surety must separately sign the bond. The parties executing the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. The bonds must be payable to Owner, and shall be delivered to the Owner's Representative within thirty (30) calendar days after execution of this Agreement. The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under §§521.051 - 521.056 of the TEXAS INSURANCE CODE, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

3. Surety Companies. Any performance bond obtained hereunder must be executed by a duly authorized Surety company satisfactory to Owner, which in any event, must be a surety company listed in "Circular 570 Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury" and authorized to do business in the State of Texas in accordance with Chapter 3503 of the TEXAS INSURANCE CODE. No surety will be accepted by Owner who is now in default or delinquent on any bonds or who is interested in any litigation against Owner. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

EXHIBIT G



APPLICATION AND CERTIFICATE FOR PAYMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

ARCHITECT'S CERTIFICATE FOR PAYMENT

ARCHITECT:

WORK PERFORMED TO DATE

In support of Periodical Estimate for Partial Payment No.

For the period from _____, through _____ inclusive.

Project No.

Name and location of Project

Contractor's Name and Address

WORK INCLUDED IN ORIGINAL CONTRACT

DETAILED ESTIMATE				WORK PERFORMED TO DATE			
Item No (1)	No. & Kind of Units (2)	Unit Price (3)	Estimated Cost (4)	No. of Units (5)	Amount Earned to Date (6)	Value of Incomplete Work (7)	Percent Complete (8)
A Total Amount of original contract							
B Plus or minus total previously approved C. O.'s Nos ----------incl							
C Plus or minus C. O's Nos ----------incl approved during period covered by this est ----------							
D. Total Net Adjusted Amt.							

SUMMARY OF MATERIALS STORED

In support of Periodical Estimate for Partial Payment No.

Project No._____ Period Ending

Contractor:

ITEM NO.	NAME (Contractor or Trade Contractor)	TYPE OF MATERIAL	QUANTITY	AMOUNT (Dollars)
		TOTALS		

Prepared by_____ for
(Contractor)

Date_____, and certified by him to be a true and accurate statement.

Checked and concurred in:

By:
Resident Engineer Inspector

Date:

G-8

EXHIBIT H

CONTRACTOR & SUBCONTRACTOR AFFIDAVIT, LIEN WAIVER AND RELEASE (PARTIAL)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

Contractor/Subcontractor:	
Owner:	Fort Bend County, Texas
Owner Representative:	Fort Bend County Director of Facilities Management & Planning
Architect:	STOA, Goleman, Bolullo
Contractor:	Brookstone, L.P.
Project:	Fort Bend County Sienna Branch Library
Construction Agreement:	Construction Agreement dated _____, 2008, between Owner and Contractor
Property:	Fort Bend County Sienna Branch Library, 8411 Sienna Springs Blvd., Missouri City, Texas.

BEFORE ME, the undersigned Notary Public, on this day appeared Contractor/Subcontractor, acting by and through , its duly authorized officer, personally known to me to be the person whose name is subscribed hereto, and who, after being by me first duly sworn according to law upon his/her oath did depose and state as follows:

1. Subcontractor has heretofore submitted to Contractor its Application for for labor and services performed and materials supplied to the Project pursuant to the Agreement through and including _____, 200_ (the "Application Date"). Subcontractor represents and certifies to Contractor and Owner that Subcontractor has received the amount stated to be due in the Application for Payment (exclusive of required retainage pursuant to Exhibit D.2.2 to the Agreement or such lesser amount as may have been approved by the Owner Representative in accordance with the terms of the Agreement). Subcontractor hereby forever waives and releases any and all liens and rights or claims of liens of every kind against the Property and the Project, including but not limited to all statutory or constitutional mechanic's liens or bond claims and all contractual or tort claims that Subcontractor may be entitled to and releases Contractor and Owner and their successors and assigns from any claim, liability, or debt by reason of labor and services performed and equipment and materials furnished by Subcontractor to or for the Project through the Application Date, but not otherwise. Notwithstanding the foregoing, this document shall not operate to discharge or release Subcontractor's right to receive payment of required retainage held pursuant to Exhibit D.2.2 to the Agreement.

2. Subcontractor further represents and warrants that is has not assigned any interest in any claims to any other person or entity, that is has paid all debts related to its work at the Property such that there exists no other claim by, through or under Subcontractor, and that it is entitled to no other claims against the Owner or Contractor and Property through the date of noted above

3. For and in consideration of Ten and No/100 Dollars ($10.00) and the payment of the sums due to Subcontractor as set forth above, Subcontractor hereby agrees to indemnify and hold harmless Contractor and Owner, their successors and assigns, from and against any and all losses, costs, liabilities, judgments, damages and expenses (including, without limitation, attorneys' fees) incurred as a result of any claim, demand, suit, action, proceeding or cause of action brought by or instituted on account of any party for sums due to such party on account of furnishing labor, services, equipment, rentals or materials to or for the Project and by, through or under Subcontractor through the Application Date, but not otherwise.

IN WITNESS WHEREOF, the Subcontractor has by its duly authorized representative set his hand and seal thereto this _____ day of _____, 200_.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 200_ by _____, _____ of _____, a _____ corporation, on behalf of such corporation.

[Stamp or Seal]

_____
Notary Public in and for the State of Texas

To: Fort Bend County Commissioners Court
301 Jackson St., Suite 719
Richmond, Tx 77469

Date: August 5, 2008

Project: Sienna Plantation Library
8411 Sienna Spring Boulevard
Missouri City, Tx

Architect: STOA/Golemon/Bolullo, Architects
6213 Skyline Drive, Suite 200
Houston, Tx 77057

Proposal Agreement:

This proposal letter amends Brookstone's Response to Fort Bend County's RFP-R08-050 dated April 3, 2008.

In submitting this amended proposal, Brookstone agrees to the following:

1. Hold this amended proposal open for acceptance by the Owner until August 15, 2008.

2. Accomplish the work in accordance with the construction documents as delineated on Attachment No. 1

I. Lump Sum Price
Brookstone agrees to perform the complete work of this project in accordance with the construction documents, bid clarifications/qualifications delineated in Paragraph III, and the reconciliation of the Lump Sum Price per Attachment 2. The Lump Sum Price is Nine Million Nine Hundred Twenty-Five Thousand Eight Hundred Forty Two Dollars ($9,925,842.00)

II. Contract Time

Brookstone agrees to commence the Work within seven (7) calendar days from Notice to Proceed and be substantially complete within 394 calendar days from commencement.

Rev. 8-1-2008

III. Bid Clarifications/Qualifications

The Qualifications/Clarifications included in Brookstone's Response to Fort Bend County's RFP-R08-056 are replaced with the following:

1. Brookstone excludes the following:
   a. Furniture, fixtures and equipment
   b. Library Security Barrier System
   c. Book Shelving
   d. All routers.
   e. Card reader system and CCTV system.
   f. Municipal fees, utility assessments, impact fees.
   g. Permanent service construction or relocation cost from any electrical, gas, telephone or cable provider. All cost for work performed by these utility or provider companies are to be paid by the Owner, unless otherwise qualified in this proposal
   h. Architectural or engineering services or fees.
   i. Printing of bidding or construction documents (to be provided by Owner)
   j. Telephone and/or data system.
   k. Construction Testing.
   l. Engineering seal or calculations on structure, or miscellaneous steel.
   m. Handling of all hazardous materials.
   n. Utilities, roads or other construction outside of construction limits or property boundary.

2. Brookstone includes the following allowances:
   a. Owner's Construction Contingency
      $120,000

3. Library book drop and A.V. drop are furnished by Owner and installed by Contractor.

4. Our proposal includes self adhered flashing in lieu of specified material.

5. TVSS is included at main switchboard only.

6. Brookstone will have no responsibility or liability for extended warranties, if any, but will use reasonable efforts to assist the Owner with coordination of any warranty work, regardless of the specified warranty period.

7. Brookstone has included in our proposal the Missouri City Building permit, but have not included the plan check fee.

8. Brookstone will have no responsibility or liability for the redesign of the curtainwall sill, insulation & flashings details.

9. Brookstone will use in-house forms for Change Orders, Schedule of Values, Application for Payment, etc. in lieu of AIA forms. These in-house forms are similar in layout and content to AIA forms.

10. Brookstone requires all CAD files in PDF format for use and distribution to subcontractors and suppliers for their use at no cost or expense.

11. Additional approved alternates and substitutions are delineated in Attachment No. 2.

12. This proposal is based upon Owner furnished, Owner installed equipment per Attachment 3.

Respectfully submitted:

BROOKSTONE, L.P.
by: Brookstone Management, LLC

Steve Dishman
President
3715 Dacoma
Houston, Texas 77092
713.683.8800 Phone; 713.680.0088 Fax

ATTACHMENT NO. 2

FORT BEND SIENNA PLANTATION LIBRARY

RECONCILATION OF LUMP SUM PRICE

APRIL 3, 2008 BROOKSTONE PROPOSAL:				$ 9,149,900
ADJUSTMENTS TO LUMP SUM PRICE:				
A	PRICE INCREASES FROM APRIL 3, 2008 TO JUNE 25, 2008 (Forwarded by Brookstone Letter Dated 5/27/08)			
1	Fabricated Structural Steel	$ 205,108		
2	Concrete Rebar	$ 26,000		
3	HVAC-Ductwork	$ 9,100		
4	Fire Sprinkler	$ 76,200		
	Subtotal:	$ 316,408	$ 316,408	
B	PRICE INCREASES FROM JUNE 25, 2008 TO AUGUST 15, 2008			
1	Camelot Landscaping			
	Assuming using on-site dirt for all planted areas	$ 1,700		
2	WW Barlett	$ 52,180		
3	Cassady Steel	$ 5,000		
4	RSI Roofing			
	Sheetmetal	$ 7,336		
	Roofing Asphalt	$ 1,746		
6	J M Maly	$ 1,613		
7	Applied-Acoustical	$ 2,500		
8	R & M Painting	$ 7,500		
9	Specialized Building Systems-Entrance Mats	$ 135		
10	ARCCON-Access Flooring	$ 3,014		
11	Longhorn Locker	$ 1,379		
12	Carpentry	$ 4,500		
13	Keystone Sitework	$ 4,575		
14	Applied Finish-Drywall	$ 34,100		
15	Stoever-Parker Electric	$ 6,615		
16	Door Pro	$ 3,662		
17	Joslin Construction - Utilities	$ 18,199		
18	Tri-Ce Mechanical	$ 4,938		
19	GL Nettles-Insulating Fill	$ 4,000		
20	GI Nettles-Roof Deck	$ 2,000		
	Subtotal	$ 166,712	$ 166,712	
C	COSTS ASSOCIATED WITH MISSOURI CITY PERMIT CHANGES THRU 5/20/08			
1	Keystone Concrete-Driveway, Sidewalk Additions	No Change		
2	T Bradshaw Plumbing-Backflow Preventor	$ 3,250		
3	Stoever Parker Electric			
	TVSS increase peak surge	$ 7,385		
	Add exit lights	$ 786		
	Add duplex receptacles	$ 85		
	Electrical Cost to be determined			
	Drawing E201 & E202 - Clarification needed on B vs B1 Fixture			
	E201 3-J fixtures are blacked out			
	E203 three H fixtures changed to H1			
	E502 "Electric Duct Bank Detail" what do these conduits feed			
5	Knox Box	$ 525		
	Subtotal:	$ 12,231	$ 12,031	
SUBTOTAL OF A,B, & C ABOVE			$ 495,151	
	Liability Insurance		$ 4,704	
	Builder's Risk Insurance		$ 724	
	Performance & Payment Bonds		$ 3,218	
	Fee		$ 35,266	
TOTAL OF A, B & C			$ 539,064	

D	ACCEPTED ALTERNATES/SUBSTITUTIONS				
1	Substitute a wire fence between the open mechanical yard and the transformer yard	$	(1,667)		
2	Substitute a less expensive fixture for fixtures A, A1,A2, and A3 (direct/indirect fixtures) for the 1st and 2nd floor while achieving the same foot candles as in the base bid	$	(10,486)		
3	Substitute Sunscreens manufactured by Avadek in lieu of specified manufacturer	$	(44,156)		
4	Use a 2 ply modified roof, manufacturer's approved base sheet, base ply in hot asphalt, torch applied cap sheet by Supreme Roofing Products that comply with the original specifications with a 20 year warranty	$	(4,568)		
5	Substitute Vista Wall Window System at Clearstory windows in lieu of specified system	$	(8,000)		
6	Exclude Construction Materials Testing. All testing to be by Owner	$	(14,260)		
7	All routers to be furnished by Owner		N C		
8	Additions to Phone System	$	12,744	$	(70,395.00)
E	OTHER CHANGES				
1	Changes to the design of Curtain Wall Sill, Insulation Details. These changes are delineated on 8 1/2 X 11 drawings, all dated 7/25/08, prepared by STOA and are titled: Brick Pilaster Flashing at Sill (Axonometric), Brick Pilaster Flashing at Sill (Cut-Away), Window Sill at 2nd Floor (Detail B1) and Changes to the Roof Coping and Parapet Wall per Detail C5 dated 7/25/08. Two piece Airscraft at Roof Parapet and other Airscraft on façade to be replaced with Caststone (Two piece at parapet'				
	Coastal Waterproofing				
	40 Aluminum Window Closure	$	8,060		
	40 Mil flashing at window jambs	$	4,150		
	2nd caulk at window jambs against closure	$	2,300		
	Waterproof Window ledges	$	4,100		
	Flash under parapet cap	$	2,575		
	Ryder Insulation	$	2,755		
	Keystone Concrete	$	650		
	Cassidy Steel	$	6,490		
	W.W. Barlett	$	7,750		
	Big 4 Steel Service-add Galv Support @ Coping	$	29,023		
2	CenterPoint charges for temporary electric drop	$	3,008		
3	Exterior glass from 1/4" Solar gray to 1" insulated (1/4" Solargray / 1/4" Low "e"	$	91,000		
5	Owner's Construction Contigency	$	120,000		
SUBTOTAL OF E, OTHER CHANGES		$	282,361	$	282,361
	Liability Insurance			$	2,682
	Builder's Risk Insurance			$	413
	Performance and Payment Bonds				1,835
	Fee				10,982
TOTAL OF E, OTHER CHANGES				$	307,274
					775,942.00
RECONCILED NEW LUMP SUM PRICE:					$ 9,925,842.00

ATTACHMENT NO. 3

PRICING FORM

SIENNA PLANTATION BRANCH LIBRARY

FORT BEND COUNTY

April 3, 2008 Original Pricing

	Category	Price
1	Earthwork	$ 212,545
2	Site Utilities	$ 164,947
3	Paving/Sidewalks/Sitework	w/earthwork/conc
4	Irrigation	w/landscaping
5	Landscaping	$ 156,795
6	Foundations & Concrete Work	$ 810,910
7	Structural Steel/Misc. Metals	$ 1,379,619
8	Exterior Sun Screens	$ 123,000
9	Roofing/Thermal & Moisture Protection	$ 554,767
10	Masonry	$ 439,620
11	Windows	$ 446,970
12	Doors	$ 113,778
13	Frames	w/doors
14	Hardware	w/doors
15	Millwork/Casework/Countertops	$ 59,100
16	Drywall & Framing	$ 340,925
17	Acoustical Ceilings	$ 74,500
18	Plaster & Stucco	$ 82,942
19	Carpet/VCT	$ 144,650
20	Ceramic Tile	$ 26,827
21	Raised Floor	$ 24,069
22	Painting	$ 46,423
23	Specialties/Appliances/Tackboards/Toilet Access	$ 63,493
24	Elevators	$ 87,632
25	HVAC	$ 963,383
26	Plumbing	$ 332,670
27	Lighting	w/electrical
28	Power/Electrical Systems	$ 1,000,000
29	Cabling/Cable Tray/DataSystem/UPS	$ 218,410
30	Audio Video Systems/Paging	$ 173,832
31	Sprinkler System	$ 129,000
32	FM 200 System	$ 36,522
33	Fire Detection & Alarm System	$ 23,731
34	Security Systems	$ 17,953
35	Building Automation System	$ 115,000
36	Subtotal:	
37	Project Staffing	$ 50,000
38	General Conditions/Overhead	$ 365,477
39	General Contractor Fee	$ 400,000
40	Total Project Bid	$ 9,149,900

August 5, 2008 Pricing

	Category	Price
1	Earthwork	$ 201,453
2	Site Utilities	$ 193,146
3	Paving/Sidewalks/Sitework	w/earthwork/conc
4	Irrigation	w/landscaping
5	Landscaping	$ 158,495
6	Foundations & Concrete Work	$ 837,560
7	Structural Steel/Misc. Metals	$ 1,625,240
8	Exterior Sun Screens	$ 78,842
9	Roofing Thermal & Moisture Protection	$ 589,721
10	Masonry	$ 499,550
11	Windows	$ 529,970
12	Doors	$ 119,073
13	Frames	w/doors
14	Hardware	w/doors
15	Millwork/Casework/Countertops	$ 63,600
16	Drywall & Framing	$ 379,025
17	Acoustical Ceilings	$ 77,000
18	Plaster & Stucco	$ 82,912
19	Carpet/VCT	$ 144,650
20	Ceramic Tile	$ 29,827
21	Raised Floor	$ 27,023
22	Painting	$ 53,023
23	Specialties/Appliances/Tackboards/Toilet Access	$ 65,532
24	Elevators	$ 87,632
25	HVAC	$ 977,421
26	Plumbing	$ 342,120
27	Lighting	w/electrical
28	Power/Electrical Systems	$ 1,004,385
29	Cabling/Cable Tray/DataSystem/UPS	$ 250,747
30	Audio Video Systems/Paging	$ 203,852
31	Sprinkler System	$ 135,200
32	FM 200 System	$ 37,522
33	Fire Detection & Alarm System	$ 23,731
34	Security Systems	$ 17,953
35	Building Automation System	$ 115,000
36	Subtotal:	
37	Project Staffing	$ 50,000
38	General Conditions/Overhead	$ 381,954
39	General Contractor Fee	$ 415,864
40	Owner's Contingency	$ 100,000
41	Total Project Budget	$ 9,525,842

AS PER ORIGINAL

EXHIBIT A
Fort Bend County Libraries
Sienna Plantation Branch
Contract Document Listing

Drawings and specifications as prepared by:

STOA/Golemon/Bolullo, Architects
6213 Skyline Drive, #200
Houston, Texas 77057

Project Manual dated March 3, 2008

Soils Report dated September 2005 was furnished for information purposes only and is not a contract document.

Specification	Title	Pages
00120	Invitation to Bid	
Enclosure #5	Notice to Bidders	
00130	Advertisement for Bids	
00320	Geotechnical Data	1
00410	Form for Bidding	
00500	Agreement	
00610	Performance Bond	
00611	Payment Bond	
Enclosure #4	Insurance Requirements	
Enclosure #1	General Requirements	
Enclosure #2	Terms and Conditions	
Enclosure #3	Wage Rates	
01000	Construction Documents	2
01110	Summary of the Work	3
01140	Work Restrictions	1
01210	Allowance	2
01250	Contract Changes	2
01290	Payments	3
01310	Coordination	4
01312	Project Meetings	2
01410	Regulatory Requirements	4
01420	Definitions and Abbreviations	2
01450	Quality Control	6
01500	Temporary Work	5
01576	Waste Material Disposal	2
01600	Materials and Equipment	6
01720	Field Engineering/Layout	6
01770	Project Closeout	3
02082	Recast Concrete Manholes	7
02084	Frames, Grates, Rings and Covers	2
02085	Valve Boxes, Meter Boxes and Meter Vaults	5

02221	Removing Existing Pavements and Structures	2
02233	Clearing and Grubbing	2
02300	Dug Foundations and Footings	2
02311	Rough Grading	2
02312	Finish Grading	3
02315	Excavation	3
02316	Excavation and Backfill for Structures	9
02317	Excavation and Backfill for Utilities	13
02320	Utility Backfill Materials	10
02321	Cement Stabilized Sand	4
02330	Embankment	3
02336	Lime Stabilized Subgrade	7
02337	Lime/Fly Ash Stabilized Subgrade	2
02360	Termite Control	2
02370	Drilled Piers	1
02501	Ductile Iron Pipe and Fittings	4
02505	High Density Polyethylene (HDPE) Solid and Profile Wall Pipe	4
02506	Polyvinyl Chloride Pipe	6
02511	Water Lines	8
02514	Disinfection of Water Lines	2
02515	Hydrostatic Testing of Pipelines	2
02521	Gate Valves	4
02525	Tapping Sleeves and Valves	4
02528	Polyethylene Wrap	4
02531	Gravity Sanitary Sewers	4
02533	Acceptance Testing for Sanitary Sewers	13
02611	Reinforced Concrete Pipe	2
02631	Storm Sewers	3
02633	Precast Concrete Inlets	3
02751	Concrete Paving	8
02752	Concrete Pavement Joints	4
02753	Concrete Pavement Curing	1
02771	Cur and Headers	3
02775	Concrete Sidewalks	4
02813	Underground Irrigation System	10
02901	General Planting Requirements	3
02911	Topsoil	2
02917	Soil Preparation	3
02924	Lawn Sodding	2
02930	Exterior Plants	6
02935	Plant Maintenance	2
03100	Concrete Formwork	3
03200	Concrete Reinforcement	3
03300	Cast in Place Concrete	11
03520	Insulating Fill Concrete	4
04050	Masonry General	11
04210	Brick Masonry	3
04220	Concrete Unit Masonry	5
04230	Calcium Silicate Masonry Units	3

04720	Cast Stone	3
05060	Metals	2
05080	Metal Finishes	5
05090	Fastenings	4
05120	Structural Steel	3
05312	Composite Steel Deck	5
05313	Steel Roof Deck	5
05400	Structural Cold Formed Metal Framing	6
05500	Metal Fabrications	10
06100	Rough Carpentry	4
06200	Millwork	6
06400	Architectural Woodwork	9
07100	Waterproofing	4
07110	Backup Dampproofing and Flashing	3
07210	Building Insulation	3
07220	Roof and Deck Insulation	4
07400	Metal Roof and Wall Paneling	5
07500	Membrane Roofing General	4
07510	Built Up Membrane Roofing	6
07600	Flashing and Sheet Meal	8
07810	Applied Fireproofing	2
07840	Fire Stopping	2
07900	Joint Sealants	4
08100	Steel Doors and Frames	5
08120	Aluminum Doors and Frames	3
08210	Wood and Plastic Doors	4
08310	Access Doors	2
08330	Coiling Doors and Grilles	3
08400	Metal Framed Glazing Systems	6
08460	Automatic Doors	2
08700	Finish Hardware	5
08720	Weatherstripping and Seals	3
08800	Glazing	6
09110	Non Structural Cold Formed Metal Framing	8
09205	Furring and Lathing	6
09210	Plaster and Stucco	4
09250	Gypsum Board	7
09300	Tile	8
09510	Acoustical Treatment	6
09650	Resilient Flooring	6
09680	Carpeting	4
09910	Painting	10
10110	Visual Display Boards	2
10150	Compartments and Cubicles	3
10200	Louvers and Vents	3
10270	Access Flooring	3
10350	Flagpoles	2
10400	Signage	5
10500	Lockers	3
10520	Fire Extinguishers and Cabinets	2

10705	Exterior Sun Control Devices	2
10800	Toilet and Service Accessories	4
11050	Library Equipment	2
11450	Residential Equipment	2
12300	Casework General	4
12322	Wood Unit Casework	4
12323	Counter Tops and Accessories	3
12481	Rugs and Mats	2
14240	Elevators Hydraulic	7
15010	Mechanical General Provisions	7
15040	Shop Drawings, Coordination Drawings and Product Data	5
15050	Basic Mechanical Material and Methods	9
15055	Motors	5
15060	Hangers and Supports	10
15071	Mechanical Vibration and Seismic Controls	6
15075	Mechanical Identification	6
15080	Mechanical Piping Insulation	7
15085	External Duct Insulation	4
15110	Valves	9
15121	Pipe Expansion Fittings and Loops	6
15122	Meters and Gages	6
15140	Domestic Water Piping	7
15145	Domestic Water Piping Specialties	11
15150	Sanitary Waste and Vent Piping	8
15160	Strom Drainage Piping	6
15181	Hydronic Piping	8
15183	Refrigerant Piping	8
15185	Hydronic Pumps	5
15194	Fuel Gas Piping	5
15300	Fire Protection Systems	13
15301	Waterless Fire Suppression/Detection System	5
15350	Fire Pump Systems	5
15400	Plumbing Piping Systems	21
15401	Plumbing Piping, Valves and Accessories	14
15410	Electric Domestic Water Heaters	3
15412	Compressed Air Systems	2
15415	Drinking Fountains and Water Coolers	4
15430	Plumbing Pumps	4
15446	Sump Pumps	4
15450	Plumbing Fixtures and Trim	5
15460	Floor, Area and Roof Drains	4
15514	Firmed Water tube Boilers	6
15626	Rotary Screw2 Water Chillers	7
15734	Computer Room Air Conditioning Units	4
15762	Weatherproof Roof Mounted Air Handling Units	4
15815	Metal Ducts	6
15820	Duct Accessories	9
15838	Power Ventilators	4
15840	Variable Volume Terminal Units	5
15855	Diffusers, Registers and Grilles	3

15861	Air Filters	2
15890	Variable Frequency Inverters	6
15950	Testing, Adjusting, and Balancing	14
16010	Electrical General Provisions	9
16050	Basic Electrical Materials and Methods	4
16055	Overcurrent Protective Deice Coordination	6
16060	Grounding and Bonding	5
16072	Electrical Supports and Seismic Restraints	4
16075	Electrical Identification	4
16120	Conductors and Cables	4
16130	Raceways and Boxes	13
16139	Cable Trays	4
16140	Wiring Devices	6
16145	Lighting Control Devices	7
16289	Transient Voltage Suppression	5
16410	Enclosed Switches and Circuit Breakers	4
16441	Switchboards	8
16442	Panelboards	5
16461	Dry Type Transformers (600V and Less)	4
16491	Fuses	1
16511	Interior Lighting	8
16521	Exterior Lighting	8
17000	General	7
17139	Cable Tray	6
17400	Audio/Video Systems	11
17715	Voice and Data Communication Cabling	22
17723	Distributed Audio Communications System	10
17725	Fire Detection and Alarm System	21
17730	Access Control/Security System	32
17795	Security Camera with Capture	9
17900	Controls and Energy Management	16

Drawing	Title	Date
	Cover Sheet	
A-001	General Information	
C-1	Site Plan	5/20/07
C-2	Grading Plan	10/16/07
C-3	Utility Plan	5/20/07
C-4	Paving Plan	10/16/07
C-5	Drainage Area Map	10/16/07
C-6	Storm Water Pollution Prevention Plan	10/16/07
C-7	Storm Water Pollution Prevention Plan Details	10/16/07
C-8	Miscellaneous Details	5/20/07
C-9	Missouri City General Construction Notes & Details	5/20/07
C-10	Missouri City General Details	5/20/07
C-11	Missouri City General Details	5/20/07
C-12	Sanitary Sewer Construction Manhole Details	10/16/07
C-13	Water Line Construction Details I	10/16/07
C-14	Water Line Construction Details II	10/16/07

C-18	Wheelchair Ramp and Sidewalk Details 1	10/16/07
C-19	Driveway Construction Details	10/16/07
	Topographic Survey	
L-101	Landscape Site Plan	5/16/08
L-102	Landscape Irrigation Plan	5/16/08
L-103	Planting Details	5/16/08
L-104	Irrigation Details	5/16/08
A-101	Architectural Site Plan And Details	5/16/08
A-102	Ground Floor Plan	5/16/08
A-102A	Ground Floor Plan – Furniture Layout	2/25/08
A-102B	Ground Floor Plan – Boxes Layout	2/25/08
A-103	Second Floor Plan	2/25/08
A-103A	Second Floor Plan – Furniture Layout	2/25/08
A-103B	Second Floor Plan – Floor Boxes Layout	2/25/08
A-104	Mechanical Roof Plan	2/25/08
A-105	Roof Plan	2/25/08
A-105.1	Roof Plan At Open Mechanical Roof	2/25/08
A-106	Ground Floor - Reflected Ceiling Plan	2/25/08
A-107	Second Floor - Reflected Ceiling Plan	2/25/08
A-108	Mechanical Roof – Reflected Ceiling Plan	2/25/08
A-201	Exterior Elevations	5/16/08
A-202	Exterior Elevations And Details	5/16/08
A-203	Transverse Building Sections	2/25/08
A-204	Longitudinal Building Sections	2/25/08
A-301	Building Wall Sections and Details	5/16/08
A-302	Building Wall Sections	2/25/08
A-303	Building Wall Sections and Details	2/25/08
A-304	Enlarged Stairs Plans, Sections and Details	2/25/08
A-305	Enlarged Miscellaneous Sections & Details	5/16/08
A-401	Enlarged Miscellaneous Plans And Interior Elevations	2/25/08
A-501	Wall Sections Details	2/25/08
A-502	Wall Sections Details	2/25/08
A-503	Wall Sections Details	2/25/08
A-504	Partition Types	2/25/08
A-505	Plan Details	2/25/08
A-506	Plan Details	2/25/08
A-507	Plan Details	2/25/08
A-601	Room Finish And Door / Frame Schedules	5/16/08
A-701	Millwork Details	2/25/08
S-1	General Notes	10/16/07
S-2	Structural Plan – Top Of Steel Plan @ 114' – 3"	10/16/07
S-3	Structural Plan – Lower Roof Plan – Top of Steel Plan @ 128' – 11"	10/16/07
S-4	Structural Plan – Upper Roof Plan	10/16/07
S-5	Structural Plan – Mechanical Roof Plan	10/16/07
S-6	Structural Plan – Elevations at Column Lines 1, 2, 3, 7 and 13	10/16/07
S-7	Structural Plan – Elevations at Column Lines 8, 9, 10, and Section F&G	10/16/07
S-8	Structural Plan – Elevations at Column Lines A And C	10/16/07

S-9	Structural Plan – Elevations at Column Lines D And E	10/16/07
S-10	Structural Plan – Elevations at Column Lines 11 And 12 And Sections A-A	10/16/07
S-11	Structural Plan – Elevations at Column Lines 4, 5, 6, 2.1 And Section B	10/16/07
S-12	Structural Details Metal Deck And Window Sections	10/16/07
S-13	Ground Level and Foundation Plan	10/16/07
S-14	Bell Footing Location Plan	10/16/07
S-15	Foundation Details	10/16/07
S-16	Foundation Details	10/16/07
S-17	Foundation Details	10/16/07
S-18	Foundation Details	10/16/07
S-19	Foundation Details	10/16/07
S-20	Partial Elevator Pit Plan, Sections And Details	10/16/07
S-21	Structural Details, Brace Conne. And Base Plate Details	10/16/07
S-22	Structural Steel Details, Moment Connection and Schedule	10/16/07
S-23	Chiller 1 and CHWP 1 &2 Foundation Plan, Sections and Details	10/16/07
S-24	Structural Plan Entrance Canopy Framing Plan	10/16/07
S-25	Structural Plan Open Mechanical Roof Plan	10/16/07
S-26	Structural Details Steel Truss Sections and Coping Details	10/16/07
MEP-01	MEP Site Plan	3/3/08
M-001	Mechanical – Symbols, Legend and General Notes	4/4/08
M-101	Mechanical Plan – Ground Floor	3/28/08
M-102	Mechanical Plan- Second Floor	3/3/08
M-103	Mechanical Plan – Mezzanine	3/3/08
M-401	Mechanical Chilled Water Flow Diagram	3/3/08
M-402	Mechanical Hot Water Flow Diagram	3/3/08
M-501	Mechanical Details	3/3/08
M-502	Mechanical Details	3/3/08
M-503	Mechanical Details	3/3/08
M-601	Mechanical Schedules	4/4/08
E- 100	Electrical Legend, General Notes	4/4/08
E-101	Electrical – One Line Diagram	4/4/08
E-201	Electrical Lighting Plan - Ground Floor	3/28/08
E-202	Electrical Lighting Plan - Second Floor	3/28/08
E-203	Electrical Lighting Plan – Mezzanine	3/28/08
E-301	Electrical Power Plan – Ground Floor	3/28/08
E-302	Electrical Power Plan – Second Floor	3/3/08
E-303	Electrical Power Plan – Mezzanine	3/3/08
E-401	Technology and Special Systems Plan – Ground Floor	3/3/08
E-402	Technology and Special Systems Plan – Second Floor	3/3/08
E-403	Technology and Special Systems Plan – Mezzanine	3/3/08
E-404	Technology/Cabling Plan Telecom Rooms Partial Plans	3/3/08
E-405	Data, Audio/Video and PA Rack Elevations	3/3/08
E-406	Technology Sound Plan First Floor Zone 1	3/3/08
E-407	Technology Sound Plan First Floor Zone 2	3/3/08
E-408	Technology Sound Plan First Floor Zone 3	3/3/08
E-409	Technology Sound Plan First Floor Zone 4	3/3/08
E-410	Technology Sound Plan First Floor Zone 7	3/3/08

E-411	Technology Sound Plan Second Floor Zone 5	3/3/08
E-412	Technology Sound Plan Second Floor Zone 6	3/3/08
E-413	Technology Sound Plan Second Floor Zone 7	3/3/08
E-414	Technology Sound Plan Second Floor Zone 2	3/3/08
E-501	Electrical Details	3/3/08
E-502	Typical Details	4/4/08
E-601	Electrical Schedules	3/3/08
E-602	Electrical Panel Schedules	3/3/08
E-603	Electrical Panel Schedules	3/3/08
E-604	Electrical Panel Schedules	3/3/08
E-701	Electrical Grounding Riser and Fire Alarm Sequence	3/3/08
P-001	Plumbing – Symbols, Legend and General Notes	3/3/08
P-101	Plumbing Plan – Ground Floor	5/16/08
P-102	Plumbing Plan – Second Floor	3/3/08
P-103	Plumbing Plan – Mezzanine	3/3/08
P-104	Plumbing Plan – Roof	3/3/08
P-301	Plumbing Risers	3/3/08
P-302	Plumbing Risers	3/3/08
P-501	Plumbing Details	3/3/08
P-502	Plumbing Details	3/3/08
P-503	Plumbing Details	3/3/08
P-601	Plumbing Schedules	3/3/08
	Luminaire Data Plan	4/7/08

Sketches

A-501	Cut-Away Axonometric	7/25/08
B1 A-501	Window Sill at 2nd Floor	7/25/08
C5 A-501	Roofing Coping & Parapet Wall	7/25/08
A-501	Brick Pilaster Flashing at Sill Cut-Away Section	7/25/08

Addendum	Date
Addendum # 1	3/12/2008
Addendum # 2	3/13/2008
Addendum # 3	3/28/2008

End of Exhibit A

FORT BEND COUNTY LIBRARIES - SIENNA PLANTION
OFCI / OF & I / GC F & I

ITEM	Furnished by Contractor	Installed by Contractor	Furnished by Fort Bend	Installed by Fort Bend
Refrigerators	X	X		
Dishwasher	X	X		
InstaHot	X	X		
Ceiling Speakers	X	X		
All cabling & terminators (speaker, data, phone, coax, fiber etc.) (jacks, cabling, etc.)	X	X		
Data patch cords (telco & device)	X			
Demarc Equipment			X	
Phone system & assocated components			X	
Polycom conference phone			X	
Data & AV racks	X	X		
Patch panels	X	X		
Filler Panels	X	X		
Routers			X	X
Switches			X	X
Fiver switch			X	X
Security card acess system			X	X
Security camera system			X	X
WAPS & antennas		X	X	
PA system and all assoc equip	X	X		
Message repealer system	X	X		
UPS	X	X		
Cable/wire management	X	X		
CD/DVD/VHGS players	X	X		
AMP's	X	X		
Turner	X	X		
Mic wireless receivers and antennas	X	X		
Microphones - wireless, lavaliers and handheld	X	X		
Microphones - wired, lavaliers and handheld			X	X
Microphone stands			X	X
Microphone cables			X	X
Projectors	X	X		
Screens (auto and manual)	X	X		
AV Carts			X	X
Bullenlin boards	X	X		
Dual casette players	X	X		
Office cubicle furniture			X	X
RFID system			X	X
Computers Servers			X	X
HVAC system including network components	X	X		
Fire systems	X	X		
Microwave			X	X
Furniture	X	X		
Library Shelving	X	X		

Fort Bend County Sienna Plantation Library
(Actual application amounts will be based on work performed)

$9,925,842

Thirteen (13) Month Project

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Tota
5.00%	12.00%	22.00%	34.00%	47.50%	59.00%	68.00%	77.00%	83.00%	88.00%	93.00%	97.00%	100.00%	Retainage	
$471,477	$660,068	$942,955	$1,131,546	$1,272,989	$1,084,398	$848,659	$848,659	$565,773	$471,477	$471,477	$377,182	$282,886	$496,292	$9,925.

AS PER ORIGINAL

RECORDED ON 2-16-04
IN THE COMMISSIONER COURT
MINUTES OF 2-3-04

EXHIBIT J

AGENDA ITEM

30

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: 01/26/09	**Submitted By: Clara Russell**
	Department: Library
Court Agenda Date: 02/03/09	**Phone Number: 281-341-2618**

SUMMARY OF ITEM: Take all appropriate action on the Texas State Library and Archives Commission contract for services for the payment of funds to Fort Bend County Libraries for loaning or providing copies of library materials to all Texas public, academic and special libraries.

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

FINANCIAL SUMMARY:

COUNTY JUDGE
RECEIVED
JAN 27 2009

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 Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

2-6-09 2 origs. ret. to Clara at Library

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES

This Contract and Agreement is entered into by and between the Texas State Library and Archives Commission (TSLAC) and Fort Bend County Library System, pursuant to the authority contracted and in compliance with the provisions of the Texas Government Code Chapter 441.

SECTION I. CONTRACTING PARTIES

The Performing Vendor: Fort Bend County Library System

The Receiving Agency: Texas State Library and Archives Commission (TSLAC)

SECTION II. STATEMENT OF SERVICES TO BE PERFORMED

A. The Contracting Parties agree that the following services will be performed under this contract.

1. The Performing Vendor will fill requests for the loan or photocopying of library materials to all Texas public, academic, and special libraries without charge to the individual libraries when those requests are received on the OCLC interlibrary loan system from the ten interlibrary loan centers that make up TexNet: Abilene Public Library; Amarillo Public Library; Austin Public Library; Corpus Christi Public Library; Dallas Public Library; Fort Worth Public Library; Houston Public Library; Lubbock City-County Library; San Antonio Public Library; and, Texas State Library and Archives Commission (TSLAC).
2. The Performing Vendor will fill requests for the loan or photocopying of library materials to Texas public libraries that are members of the Texas Group (TX@G) when those requests are received on the OCLC interlibrary loan system.
3. The Performing Vendor will be reimbursed by TSLAC for net loans performed under the terms of this contract as outlined in Section III of this contract. TSLAC will determine the number of net loans by analyzing the Performing Agency's lending and borrowing activity, as reported to TSLAC, in the customized OCLC statistical report.

SECTION III. BASIS FOR CALCULATING REIMBURSABLE COSTS

A. **Net loans are calculated by subtracting the total number of borrows from the total number of loans made by the Performing Vendor to Texas public libraries using the OCLC system for interlibrary loan processing. The final number of net loans will be determined by analyzing the lending and borrowing activity reported in the OCLC year-end statistical report.**

B. **Per requirements of the Interlibrary Loan Program at TSLAC, should the Performing Vendor fail to provide a minimum of 100 net loans, TSLAC will not be obligated to pay any reimbursement to the Performing Vendor.**

C. TSLAC will reimburse the Performing Vendor at a rate determined by available funds divided by the total number of net loans completed by the qualifying performing agency, up to a maximum of $4.00 for each completed net interlibrary loan provided to the Texas public libraries using the OCLC system in an amount not to exceed the maximum contract amount stated in section IV, C of this contract.

D. In the event the Performing Vendor completes fewer net loans than the estimated number of net loans in Section IV, Paragraph A, TSLAC will reimburse **only** for the total number of net loans reported on the year-end OCLC report above the minimum 100 net loans.

E. TSLAC shall reimburse the Performing Vendor based upon reports received from OCLC by TSLAC. Reimbursements with funds held by the State Comptroller of Public Accounts shall be made via USAS funds transfers, with the Texas State Library and Archives Commission initiating the transfers.

F. The Performing Vendor shall provide TSLAC with all necessary USAS coding elements.

G. TSLAC will make a single reimbursement payment for these services on or before November 30, 2009.

SECTION IV. CONTRACT AMOUNT

A. The base amount of this contract shall be $2,229.50. This amount is calculated using the estimated number of net loans 910, completed by the Performing Agency, at an estimated reimbursement rate of $2.45 per completed net loan.

B. In the event funds are available, the amount of this contract may be automatically increased at the sole discretion of TSLAC, as outlined in Section III, paragraph C, of this contract.

C. **In no event will the amount of this contract exceed $6,688.50.**

SECTION V. SOURCE OF FUNDS

A. This contract is subject to availability of funds. All reimbursements must be drawn on the appropriation item(s) or account(s) of TSLAC from which like expenditures would normally be paid.

B. Source of funds will be Federal Funds, CFDA #45.310, Institute of Museum and Library Services, State Library Program, Federal Fiscal Year 2008 Carryover, State AY 2009.

C. A breakdown of the funding is provided below, in accordance with requirements from the Institute of Museum and Library Services.

- Percentage of total costs of the program which will be financed with Federal money: **100%**
- Dollar amount of Federal funds for the project estimated to be: **$150,000**
- Percentage and dollar amount of total costs of the project that will be financed by non government sources: **0%**

SECTION VII. TERM OF THE CONTRACT

This contract is to begin September 1, 2008, and shall terminate August 31, 2009.

SECTION VIII. GENERAL TERMS AND CONDITIONS

See Attachment A

SECTION IX. CERTIFICATIONS AND ACKNOWLEDGMENTS

A. The undersigned Contracting Parties do hereby certify that (1) the services specified above are necessary, authorized, and essential for activities that are properly within the statutory functions and programs of the Contracting Parties; (2) this contract serves the interests of efficient and economical administration of state government; (3) this contract is not prohibited by Texas Government Code Section 771.002, Subsection (b) or (c); (4) the services pursuant to this contract are not required by Article XVI, Section 21, of the Constitution of Texas to be supplied under contract given to the lowest bidder; and (5) the services provided herein do not constitute information resources technologies and are not subject to Texas Government Code Section 2054.001 *et seq.*

B. The TSLAC further certifies that it has authority to contract for the above services pursuant to this contract by authority granted in Texas Government Code Section 441.001 *et seq.*, and in the General Appropriations Act, H.B. 1, 80th Legislature, Regular Session (2007).

C. The Performing Agency further certifies that it has authority to contract for and perform the services pursuant to this contract by authority granted in Chapter 771 of the Texas Government Code, and in the General Appropriations Act, H.B. 1, 80th Legislature, Regular Session (2007).

D. Performing Agency acknowledges that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by any subcontractor, and the requirement to cooperate, is included in any sub-contracts awarded.

E. The undersigned parties bind themselves to the faithful performance of this Contract, and acknowledge that duplicate originals of this Contract are being executed.

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that: (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder; (3) that the arrangements and payments contracted for will be conducted in compliance with Library Services and Technology Act (LSTA), Public Law 104-208, and the State Plan for LSTA in Texas.

RECEIVING AGENCY

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Approved:

Karen B. Drabek

Karen Drabek, Chief Fiscal Officer

Susan Bennett, Contract Program Manager

Renee Pogue, CTPM, Purchaser III

PERFORMING VENDOR

Fort Bend County Library System

Signature (Must be an official Empowered to enter into contracts)

Robert Hebert

Typewritten or Printed Name Above

County Judge

Title

February 3 2009

Date

1-6-09

Date

Date

Texas State Library and Archives Commission
Terms and Conditions
Attachment A

All of the following terms and conditions are hereby made part of this contract with the Texas State Library and Archives Commission (TSLAC) by reference. Submitting a bid or signing a Purchase Order with a false statement is a material breach of contract and shall void the submitted bid or Purchase Order or any resulting contracts, and the Vendor shall be removed from all bid lists.

Contracts awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. The federal or state courts of the United State located in Texas shall have jurisdiction to hear any dispute under potential contracts and serviced may be made upon TSLAC by first class mail to its address as set forth herein.

1. **Sales and Use Tax.** The TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Excise Tax Exemption Certificates are available upon request.

2. **Observance of TSLAC Rules and Regulations.** Vendor agrees that at all times its employees will observe and comply with all regulations when accessing the TSLAC facilities, including, but not limited to, parking and security regulations.

3. **Non-Appropriation of Funds.** The State funds are contingent on the availability of lawful appropriates by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this contract; the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.

4. **Public Information Act.** Information, documentation, and other material in connection with this bid or contract may be subject to public disclosure pursuant to Chapter 552 of the TAC (the "Public Information Act"). Any part of a submitted bid that is of a confidential or proprietary nature must be clearly and prominently marked on each page as such by the Vendor.

5. **Antitrust**. Vendor represents that neither the Vendor nor the company, corporation, partnership, or institution represented by the Vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal to any other person engaged in such line of business.

6. **Specifications.**
   - Unless otherwise specified, items shall be new and unused and of current production.
   - All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
   - The State will not be bound by any oral statement or representation contrary to the written specifications.
   - Manufacturer's standard warranty shall apply unless otherwise stated.
   - Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under TAC, Title 10, Subtitle 10, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand, or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require Vendor to furnish specified brand names, numbers, etc.
   - Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the Vendor, on request, at Vendor's expense. Each sample should be marked with Vendor's name and address, and requisition number. Do not enclose in or attach bid to a sample.

7. **Delivery.**
   - Delivery shall be made during normal working hours (8am-5pm, CST), unless prior approval has been obtained from the TSLAC.
   - No substitutions permitted without written approval of the TSLAC's Purchasing Dept.
   - If delay is foreseen, vendor shall give written notice to the TSLAC. Vendor must keep the TSLAC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSLAC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

8. **Contract Fulfillment.** If federal or state laws or regulations or other federal or state requirements are amended and judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.

9. **Inspection and Tests.** All goods will be subject to inspection and test by the State. Authorized TSLAC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipments. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of award.

10. **Payment.** The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Any payments later than 30 days from uncontested invoice will start to accrue interest.

11. **Dispute Resolution.** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, as further described herein, by TSLAC and the Vendor to attempt to resolve all disputes arising under this contract. Vendor claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to the Chief Financial Officer or the designate. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Vendor and the TSLAC otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TSLAC if the parties are unable to resolve their disputes under this Section. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TSLAC nor any other conduct of any representative of TSLAC relating to this contract shall be considered a waiver of sovereign immunity to suit. The submission, processing and resolution of Vendor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Vendor, in whole or in part.

12. **Gifts.** The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid or contract.

13. **Compensation.** Pursuant to Section 2155.004, TAC, the Vendor has not received compensation for participation in the preparation of the specifications for this bid or contract.

14. **Certification Regarding Non-Payment of Child Support.** Pursuant to Section 231.006 (d), Family Code, re: child support, the Vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

15. **Ineligibility.** Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

16. **Indemnification.** The Vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

17. **Debt.** Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

18. **Executive Head of a State Agency.** Vendor certifies that they are in compliance with Section 669.003 of TAC, relating to contracting with executive head of a State agency. If section 669.003 applies, Vendor will complete the following information:

    Name of former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Position with bidder: _____

Date of employment with bidder: _____

19. **State Auditor's Clause.** Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditors Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditors Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.

20. **Excluded Parties List System.** The TSLAC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administrations Excluded Parties List System (EPLS, http://www.epls.gov), which is inclusive of the United States Treasury Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: **http://www.whitehouse.gov/news/orders/**.

21. **Patents and Copyrights.** The Vendor agrees to protect the State of Texas from claims involving infringement of patents or copyrights.

22. **Vendor Assignments.** Vendor hereby assigns an ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq (1967).

23. **Technology Access Clause.** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: a. Providing equivalent access for effective use by both visual and non visual means; b. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and c. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.
    - "Exemption Declaration: Pursuant to the provisions of the TAC, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, fire fighters, and other emergency response personnel to respond to public safety emergency. The provisions of the Technology Access clause do not apply."

24. **Default.** In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with TSLAC, TSLAC may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that the Vendor fails to remedy such failure or default within the ten (10) day period, TSLAC shall have the right to cancel the agreement upon thirty (30) days written notice or immediately.

25. **Cancellation.** The cancellation of the agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to this agreement, and such cancellation by TSLAC shall not limit any other right or remedy available to the TSLAC at law or in equity.

26. **Agreement Amendments.** No modification or amendment to the agreement shall become valid unless in writing and

signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the TSLAC Purchasing Department for prior review and approval. Only the contract administrator within the Purchasing Department or his/her designee will be authorized to sign changes or amendments.

27. **Independent Vendor Status.** Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with TSLAC. TSLAC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation insurance payments, or any other insurance payments, nor will TSLAC furnish any medical or retirement benefits, any paid vacation or sick leave.

28. **Publicity.** Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSLAC's name in connection with any sales promotion or publicity event without the prior express written approval of TSLAC.

29. **Severability.** If one or more provisions of this agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

30. **Non-Waiver Defaults.** Any failure of TSLAC at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of TSLAC at any time to avail itself of same.

31. **Property Rights.** For purposes of this contract, the term "work" is defined as all reports, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. The TSLAC and Vendor intend this contract to be a contract for services, and each considers the work and any and all documentation or other products and results of the services to be rendered by Vendor to be a work made for hire. By execution of a contract for these services, Vendor acknowledges and agrees that the work (and all rights therein) belongs to and shall be the sole and exclusive property of the TSLAC. If, for any reason, the work would not be considered a work-for-hire under applicable law, Vendor does hereby sell, assign, and transfer to the TSLAC, its successors and assigns, the entire right, title and interest in and to the copyright of the work and any registrations and copyright applications relating thereto, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and all to rights corresponding to the foregoing. Vendor agrees to execute all papers and to perform such other property rights as the TSLAC may deem necessary to secure for TSLAC or its designee the rights herein assigned. Copyrightable material made by the Vendor for TSLAC shall be considered work-made-for-hire for TSLAC within the meaning of the copyright laws. Vendor shall assign all rights, title and interest in such copyrightable materials to TSLAC. Should this work product prove to be patentable, Vendor will assign all patent rights to TSLAC upon request. TSLAC shall have the right, at its discretion, to keep such work product as a trade secret.

32. **Acceptance of Products and Services.** All products furnished and all services performed under this agreement shall be to the satisfaction of TSLAC and in accordance with the specifications, terms, and conditions of this contract. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

33. **Deceptive Trade Practices Act (DTPA).** Vendor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Vendor has not been found to be guilty of such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.

34. **Immigration.** Vendor represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

35. **Criminal Conviction Certification.** The Vendor certifies that neither Vendor or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, to be assigned to the project hereunder, has been convicted of a felony criminal offense, or that if such a conviction has occurred or occurs during the term of this contract, the Vendor will immediately fully advise TSLAC as to the facts and circumstances.

36. **Subcontracting.** It is contemplated by the parties hereto that the Vendor shall conduct the performances provided by this

contract substantially with its own resources and through the services of its own staff. In the event the Vendor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Vendor shall subcontract for such performances only after the Vendor has transmitted to TSLAC a true copy of the subcontract the Vendor proposes to execute with a subcontractor and has obtained TSLAC's written approval for subcontracting the subject performance in advance of executing a subcontract. The Vendor, in subcontracting for any products or performances specified herein, expressly understands and acknowledges that in entering into such subcontracting(s), TSLAC is in no manner liable to any subcontractor(s) of the Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the finished products and/or services rendered under all subcontracts are rendered so as to comply with all terms of this contract.

37. **Assignment.** The Vendor will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from TSLAC.

38. **Accessibility**. TSLAC is required to follow TAC Chapter 206, Accessibility and Usability of State Web Sites, TAC Chapter 213, and the Federal Section 508, Accessibility Standards.

39. **Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Administrative Code, Rule 111.4. The Rule outlines the ethical standards required of public purchaser, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any matter be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.

40. **Convictions in connection with Hurricane Katrina, Hurricane Rita, and subsequent disasters.** Per Senate Bill 608, 80th Legislative Session, TSLAC will not accept bids, nor award contracts to persons convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Katrina, Hurricane Rita, and subsequent disasters.

41. **Equal Opportunity.** Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of bid awards.

42. **Force Majeure.** Neither Vendor nor TSLAC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any award resulting from a bid caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

43. **Termination.** Vendor shall have the right to terminate contracts awarded from this bid upon a material breach of its terms by TSLAC, which are not cured within thirty (30) days of written notice. If Vendor (a) terminates or suspends its business (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statue or (c) becomes or subject to direct control by a trustee, receiver, or similar authority, TSLAC may, in addition to its other legal rights and remedies, terminate this agreement on seven (7) days notice to Vendor. Upon such termination, Vendor will offer TSLAC a prorated refund or subscription fee.

44. **Limitation on Authority; No Other Obligations.** Vendor shall have no authority to act for or on behalf of TSLAC or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TSLAC.

45. **Records Retention.** Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later.

46. **Insurance & Other Security.** Vendor represents and warrants that it will, upon five (5) days of request, provide TSLAC

RECORDED ON 2-16-04
IN THE COMMISSIONER COURT
MINUTES OF 2-3-04

with current certificates of insurance or other proof acceptable to TSLAC of the following insurance coverage: Standard Workers Compensation Insurance covering all personnel who will provide services under the Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000 minimum each occurrence; $1,000,000 per general aggregate. Vendor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with 'A' rating from Best, and authorized to provide the corresponding coverage. Vendor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (3) days prior written notice to TSLAC. Vendor represents and warrants that it shall maintain the above insurance coverage during the term of the Contract, and shall provide TSLAC with an executed copy of the policies immediately upon request.

47. **Vendor Performance.** The TSLAC may monitor the performance of the Contract issued under this Bid. All services and goods under the Contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice. The Vendor will receive a paper copy of this report, as well as an e-mailed copy. The TSLAC will provide a sample of the Vendor Performance Report upon request.

48. **Change Management.** Vendor shall assign only qualified personnel to this Contract. Vendor, in it's reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Vendor shall provide to TSLAC prior written notice of any proposed change in key personnel involved in providing services under this Contract. Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of the Vendor. No subcontract under the Contract shall relieve the Vendor of responsibility for ensuring the requested services are provided. If Vendor uses a subcontractor for any or all of the work required, the following conditions shall apply: a) Vendors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors. b) Subcontracting shall be solely at Vendor's expense. c) TSLAC retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors. d) Vendor shall be the sole contact for TSLAC. Vendor shall list a designated point of contact for all TSLAC inquiries.

49. **Federal, State, and Local Requirements.** Vendor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Vendor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Vendor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Vendor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Vendor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Vendor's omission or breach of this Section.

50. **Applicable Law & Conforming Amendments.** Vendor must comply with all laws, regulations, requirements and guidelines applicable to a Vendor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TSLAC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TSLAC or Vendor's compliance with all applicable State and federal laws, and regulations.

51. **No Liability Upon Termination.** If this Contract is terminated for any reason, TSLAC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Vendor may be entitled to the remedies provided in Government Code, Chapter 2260. Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under any PO resulting from this Bid. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of TSLAC. Should Vendor subcontract any of the services required in this Bid, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Bid.

52. **Independent Vendor.** Vendor or Vendor's employees, representatives, agents, and any subcontractors shall serve as an independent contracting in providing services under any PO. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of the TSLAC. Should Vendor subcontract any of the services required, Vendor expressly understands and acknowledges that in entering into such subcontract(s), the TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the specifications.

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

31A

Date Submitted: 1-28-2009

Court Agenda Date: 2-~~3~~-2009

Submitted By: Yvette R. Maldonado
Department: Public Transportation
Phone Number: 281-633-7433 Ext 5

SUMMARY OF ITEM:

Take all appropriate action to execute Contract Amendment No 1 for Section 5311 Rural Transportation Program Contract No. 51912F7019, State Project No. RPT 0901(12), to add additional State funding and amend project budget with no additional local match.

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

List Supporting Documents Attached: *1) Contract Amendment*
2) Project Grant Agreement

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): Signed Contracts due to TxDOT by Feb 6, 2009.

2-5-09 Copy received

Subrecipient: **Fort Bend County**
Section 5311 Grant agreement
Project Grant Agreement: RPT 0901(12)
State Project: 51912F7019

STATE/LOCAL PUBLIC TRANSPORTATION GRANT AGREEMENT
STATE FUNDS AMENDMENT #1

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the **Fort Bend County**, hereinafter called the "Subrecipient".

WITNESSETH

WHEREAS, the State and the Subrecipient executed a Grant Agreement on October 10, 2008, which provided for the expenditure of funds pursuant to the provisions of the *Transportation Code*, Chapter 455, which authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under *Transportation Code*, Chapter 456; and,

WHEREAS, it has become necessary to amend that grant agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Subrecipient do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The Subrecipient has requested to reprogram state funds originally programmed in Fiscal Year 2008 (FY08) into the FY09 grant agreement and the State has approved the request.

Attachment B, hereto attached, is the revised project budget and shall replace the budget page as amended and is included with the above-mentioned Grant Agreement.

All other provisions of the original grant agreement are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE SUBRECIPIENT have executed duplicate counterparts to effectuate this agreement.	**THE STATE OF TEXAS**
SUBRECIPIENT Fort Bend County Name of Subrecipient By: _____ Signature Robert E. Hebert Printed Name County Judge Title 2/3/09 Date	Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission. By: _____ Signature Elvia R. Cardinal, P.E., for: Delvin L. Dennis, P.E., District Engineer, Houston District **Title:** Director of Advanced Transportation Planning **Date:** _____

AS PER ORIGINAL

Fort Bend County
Public Transportation Budget-Attachment B

FY 2009

Original Budget					§5311	Original Budget		
Legend								
Table								
Drop-Downs								
Locked Cell								
Data Entry								
			Project #			RTP 0901(12)		
			Grant #			5191297019		
			Start Date			09/01/08		
			End Date			08/31/09		
Original Budget								
Acquisition- Acquisitioned Hardware	11.42.07		34			34		34
Acquisition- Acquisitioned Software	11.42.08		16			16		16
Acquisitions- Communications Syst	11.62.02		525			525		525
Preventive Maintenance	11.7A.00							
Purchase of Service	11.71.13		21,845			21,845		21,845
Preventive Maintenance-5310	11.7A.00							
Purchase of Service-5310	11.71.13							
ALL 5310 Capital								
Capital Subtotal			22,917			22,917		22,917
Original Budget								
Administration/Operating			22,821			22,821		22,821
Planning Costs								
Total Admin/Planning Costs			22,821			22,821		22,821
Original Budget								
Gross Operating			31,382			31,382		31,382
Revenue Reduction								
Net Operating			31,382			31,382		31,382
Original Budget								
Total Transit Budget			76,420			76,420		76,420
Revisions						Revisions		
On Line 47, Select either the Amend Number or the Revision Number, as appropriate.			Amend/Revision #			Amend. 1		
			Start Date			09/01/08		
			End Date			08/31/09		
			Revision Date			01/20/09		
Acquisition- Acquisitioned Hardware	11.42.07		20			20		20
Acquisition- Acquisitioned Software	11.42.08		6			6		6
Acquisitions- Communications Syst	11.62.02		197			197		197
Preventive Maintenance	11.7A.00							
Purchase of Service	11.71.13		13,107			13,107		13,107
Preventive Maintenance-5310	11.7A.00							
Purchase of Service-5310	11.71.13							
ALL 5310 Capital								
Capital Subtotal			13,330			13,330		13,330
Revisions								
Administration/Operating			13,689			13,689		13,689
Planning Costs								
Total Admin/Planning Costs			13,689			13,689		13,689
Revisions								
Gross Operating			5,296			5,296		5,296
Revenue Reduction								
Net Operating			5,296			5,296		5,296
Total Transit Budget			32,315			32,315		32,315
Revised Budget		Revised Budget			Revised Budget		Revised Budget	
			Start Date			09/01/08		
			End Date			08/31/09		
			Revision Date			01/20/09		
Acquisition- Acquisitioned Hardware	11.42.07		54			54		54
Acquisition- Acquisitioned Software	11.42.08		16			16		16
Acquisitions- Communications Syst	11.62.02		525			525		525
Preventive Maintenance	11.7A.00							
Purchase of Service	11.71.13		34,952			34,952		34,952
Preventive Maintenance-5310	11.7A.00							
Purchase of Service-5310	11.71.13							
ALL 5310 Capital								
Capital Subtotal			35,547			35,547		35,547
Revised Budget								
Administration/Operating			36,510			36,510		36,510
Planning Costs								
Total Admin/Planning Costs			36,510			36,510		36,510
Revised Budget								
Gross Operating			36,678			36,678		36,678
Revenue Reduction								
Net Operating			36,678			36,678		36,678
Revised Budget								
Total Transit Budget			108,735			108,735		108,735

AGENDA ITEM

3 / 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: 1-28-2009	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: 2-~~2~~3-2009	**Phone Number: 281-633-7433 Ext 5**

SUMMARY OF ITEM:

Take all appropriate action to execute Section 5309 Project Grant Agreement, State Project No. 51912F7104, Project Grant Agreement No VCR 0902(12)042 to the Texas Department of Transportation to receive Federal Funds in the amount of $68,000 with a TDC amount of $11,560 through January 1, 2010 with no local match required.

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

List Supporting Documents Attached: *1) Contract Amendment*
2) Project Grant Agreement

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): Signed Contracts due to TxDOT by Feb 6, 2009.

2-5-09 copy received

SUBRECIPIENT: **Fort Bend County**
FEDERAL - SECTION 5309 VCR GRANT AGREEMENT
CFDA #: 20.500 Federal Transit Capital Investment Grants
FTA GRANT # **TX-04-042**
PROJECT GRANT AGREEMENT # **VCR 0902(12)042**
STATE PROJECT # **51912F7104**
SERVICE AREA: **Rural**
DISTRICT: **Houston**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

PUBLIC TRANSPORTATION FISCAL YEAR 2009 VEHICLE CAPITAL REPLACEMENT (VCR) PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and **Fort Bend County**, hereinafter called the "Subrecipient."

W I T N E S S E T H

WHEREAS, 49 U.S.C. Section 5309(m)(1)(c), authorizes the U.S. Secretary of Transportation to make grants to state governments to assist in financing capital projects that will benefit the country's transit systems; and,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Section 5309 VCR program; and,

WHEREAS, Transportation Code, Chapter 455, authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code, Chapter 456; and,

WHEREAS, the U.S. Secretary of Transportation approved the State's request; and,

WHEREAS, the Texas Transportation Commission has approved Minute Order Number **111437**; and,

WHEREAS, the Subrecipient executed a Fiscal Year **09** Grant Application, Part I (GA Part I) and Part II (GA Part II) for consideration for new state and/or federal grants to provide transportation services; and,

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA.

WHERAS, The U.S. Department of Labor requested that their September 22, 2008 letter to FTA - Robert C. Patrick (Attachment C), be incorporated into this grant agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the State and the Subrecipient hereto agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **January 16, 2009**, whichever is later. This PGA shall remain in effect until **January 1, 2010**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part I and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

The Subrecipient shall commence, carry out and complete the public transportation project described in Attachment A, Approved Project Description and Project Budget (Attachment A), with all practicable dispatch, in a sound, economical and efficient manner.

The Subecipient shall carryout the public transportation project described in the Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line item(s) referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **$68,000** Federal and **11,560** Transportation Development Credits (TDCs) provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Attachment A and the Attachment B - Master Budget Page.

The original and one copy of the invoice is to be submitted to the following address:

Delvin L. Dennis, P.E., District Engineer
Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in the MGA Article 1, Grant Time Period.

ARTICLE 5. SUCCESSORS AND ASSIGNS
The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

ARTICLE 6. LEGAL CONSTRUCTION
In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 7. PRIOR AGREEMENTS
This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 8. INCORPORATION OF PROVISIONS.
Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

ARTICLE 9. SIGNATORY WARRANTY
The undersigned signatory for the Subrecipient hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this agreement and that he or she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS	**FORT BEND COUNTY**
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.	
By: _____	**By:** _____
Elvia R. Cardinal, P.E. for: Delvin L. Dennis, P.E. Houston District Engineer	Signature of Authorized Officer Robert E. Hebert Typed, Printed or Stamped Name
Title: Director of Advanced Transportation Planning	**Title:** County Judge
Date: _____	**Date:** February 3, 2009

List of Attachments

A - Approved Project Description and Project Budget
B - Master Budget Page
C - Sept. 22, 2008 U.S. Dept. of Labor Letter

ATTACHMENT A

APPROVED PROJECT DESCRIPTION AND PROJECT BUDGET

Subrecipient: Fort Bend County

Project Grant Agreement #: VCR 0902(12)042

State Project #: 51912F7104

Category	ALI Code	Fuel Type	# Units	Federal	Federal %	Local Match	Local %	Total Dollars	TDCs	TDC %
Capital	11.12.04	DP - Diesel (Particulate Trap	1	$ 68,000	100%	$ 0	0	$ 68,000	11,560	17%
	1 reg cutaway - One (1) Type 3 Cut-a-way bus									
Total				$ 68,000		$ 0		$ 68,000	11,560	

* The vehicle-related equipment acquired for the above vehicle(s) must be in compliance with the Americans with Disabilities Act (ADA) and Clean Air Act (CAA) to be eligible for the 83% Federal and 17% Local and/or TDCs Reimbursement Ratio. If for any reason the vehicle-related equipment acquired for the above vehicle(s) is not in compliance with the ADA and CAA, the Reimbursement Ratio will be 80% Federal and 20% Local Match and/or TDCs.

ATTACHMENT B

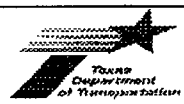
MASTER BUDGET PAGE

[Insert Electronic Budget Page]

AS PER ORIGINAL

Public Transportation Budget-Attachment B

Fort Bend County



Select Fiscal Year—> FY 2009

Legend	Federal Share Only 49 CFR	Other	State	Local	
Totals		5309		TDCs	
DropDowns					
Locked Cell	Project #	51912F7104		51912F7104	
Data Entry	Grant #	VCR0902(12)042		TDCs in lieu of	
Title Cells	Start Date	01/16/09		local match	
	End Date	01/01/10		01/01/10	
	Entry Date	01/22/09		01/22/09	

Section II: Capital Costs							
Description	ALI	Quantity & Fuel Type	Total of All Programs	Other 5309	State	Local	Other Subtotal
Acquisition- Acquisitioned Hardware	11.42.07		34				
Acquisition- Acquisitioned Software	11.42.08		10				
Acquisitions- Communications System	11.62.02		328				
Replace- Bus <30'	11.12.04	Gasoline (ULEV)	79,560	68,000		11,560	79,560
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		21,845				
Preventive Maintenance-5310 Only	11.7A.00						
Purchase of Service-5310 Only	11.71.13						
All Other 5310 Capital							
		Capital Subtotal	101,777	68,000		11,560	79,560

Section III: Planning/ Admin Costs		Other	State	Local	Subtotal
Administration Costs	22831				
Planning Costs					
Total Admin/Planning Costs	22,831				

Section IV: Operating Costs		Other	State	Local	Subtotal
Gross Operating	31,382				
Farebox Revenue					
Net Operating	31,382				

Total Transit Budget		Other	State	Local	Subtotal
	Total	5309			
Total Transit Budget	156,990	68,000	-	11,560	79,560

Section V: Summary

Source of Local Funds	Amount
Total of Local Funds	

ATTACHMENT C

U.S. Department of Labor

Employment Standards Administration
Office of Labor-Management Standards
Washington, D.C. 20210

September 22, 2008

Robert C. Patrick, Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street, Room 8A36
Ft. Worth, Texas 76102

Re: FTA Application(s)
Texas Department of Transportation
On Behalf Of:
Alamo Area Council of Governments
Purchase (2) Replacement < 30-Ft. Buses
Amarillo, City of
Purchase (2) Replacement < 30-Ft. Buses
Ark-Tex Council of Governments
Purchase (2) Replacement < 30-Ft. Buses and (1) Replacement Van
Aspermont Small Business Development Center, Inc.
Purchase (1) Replacement Van
Bee Community Action Center
Purchase (1) Replacement Van
Brazos Transit District
Purchase (5) Replacement < 30-Ft. Buses
Brownsville, City of
Purchase (3) Replacement 35-Ft. Buses and (1) Replacement 30-Ft. Bus
Capital Area Rural Transportation System (CARTS)
Purchase (4) Replacement < 30-Ft. Buses
Caprock Community Action Association, Inc.
Purchase (1) Replacement < 30-Ft. Bus
Central Texas Rural Transit District
Purchase (4) Replacement < 30-Ft. Buses
Cleburne, City of
Purchase (1) Replacement < 30-Ft. Bus
Collin County Committee on Aging
Purchase (3) Vans for Service Expansion

Colorado Valley Transit, Inc.
Purchase (2) Replacement < 30-Ft. Buses
Community Action Council of South Texas
Purchase (1) Replacement < 30-Ft. Bus
Community Council of Southwest Texas, Inc.
Purchase (3) Replacement Vans
Community Services, Inc.
Purchase (1) Replacement < 30-Ft. Bus
Concho Valley Transit District
Purchase (1) Replacement 30-Ft. Bus and (5) Replacement < 30-Ft. Buses
Del Rio, City of
Purchase (2) Vans for Service Expansion
East Texas Council of Governments
Purchase (3) Replacement < 30-Ft. Buses
El Paso County
Purchase (1) Replacement < 30-Ft. Bus
Fort Bend County
Purchase (1) Replacement < 30-Ft. Bus
Galveston, City of
Purchase (2) Replacement < 30-Ft. Buses
Golden Crescent Regional Planning Commission
Purchase (2) Replacement < 30-Ft. Buses, (1) < 30-Ft. Bus for Expansion, and (2) Vans for Service Expansion
Grand Prairie, City of
Purchase (1) Replacement < 30-Ft. Bus
Gulf Coast Center
Purchase (2) Replacement < 30-Ft. Buses
Heart of Texas Council of Governments
Purchase (4) Replacement Vans
Hill Country Transit District
Purchase (8) Replacement < 30-Ft. Buses
Kaufman Area Rural Transportation (KART)
Purchase (1) < 30-Ft. Bus for Expansion
Kleberg County Human Services
Purchase (1) Replacement < 30-Ft. Bus
Laredo, City of
Purchase (17) Replacement < 30-Ft. Buses
Longview, City of
Purchase (1) Replacement < 30-Ft. Bus
Lower Rio Grande Valley Development Council

Purchase (2) Replacement < 30-Ft. Buses

Lubbock, City of
Purchase (7) Replacement < 30-Ft. Buses and (2) Replacement < 30-Ft. Buses

McAllen, City of
Purchase (1) 30-Ft. Bus for Expansion

Mesquite, City of
Purchase (1) Replacement < 30-Ft. Bus

North East Transportation Service
Purchase (1) Van for Service Expansion

Odessa, City of
Purchase (3) Vans for Service Expansion

Panhandle Community Services
Purchase (2) < 30-Ft. Buses for Expansion

Public Transit Services (PTS)
Purchase (2) Replacement < 30-Ft. Buses and (1) Van for Service Expansion

Rolling Plains Management Corporation
Purchase (2) < 30-Ft. Bus for Expansion

Rural Economic Assistance League, Inc.
Purchase (2) Replacement < 30-Ft. Buses

Senior Center Resources & Public Transit, Inc.
Purchase (1) < 30-Ft. Bus for Expansion

South Plains Community Action Association
Purchase (2) Replacement < 30-Ft. Buses and (1) Replacement Van

Southeast Texas Regional Planning Commission
Purchase (2) Replacement < 30-Ft. Buses

Special Programs for Aging Needs (SPAN)
Purchase (1) Replacement < 30-Ft. Bus and (1) Replacement Van

Texarkana, City of
Purchase (2) Replacement < 30-Ft. Buses and (1) Replacement Van and Acquire (1) Support Vehicle

Texoma Area Paratransit System, Inc.
Purchase (3) Replacement < 30-Ft. Buses

Town of South Padre Island
Purchase (1) Replacement < 30-Ft. Bus

The Transit System, Inc.
Purchase (1) Replacement Van and (1) Replacement Sedan/Station Wagon

Waco, City of
Purchase (2) Replacement 35-Ft. Buses

Webb County Community Action Agency
Purchase (1) Replacement < 30-Ft. Bus
West Texas Opportunities, Inc.
Purchase (1) Replacement < 30-Ft. Bus
and (6) Replacement Vans
TX-04-0042

Dear Mr. Patrick:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

City of Amarillo

In connection with a previous grant application, the City Commission of the City of Amarillo passed Resolution No. 12-23-75-6, dated December 23, 1975. Resolution No. 12-23-75-6 and a side letter to the Department of Labor from City Manager John Stiff dated April 8, 1976 provide to the employees represented by the Amalgamated Transit Union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

The parties have agreed that the terms and conditions of the Resolution No. 12-23-75-6 and the side letter dated April 8, 1976, shall be made applicable to the instant project.

Brazos

In connection with a previous grant application, the Brazos Transit District (as the successor to the Brazos Valley Community Action Agency), and Amalgamated Transit Union Local 1700 (as successor to the former Amalgamated Council of Greyhound Local Unions) executed an agreement dated March 29, 1989, which provides to the employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

County of El Paso

In connection with a previous application, the County of El Paso and the Amalgamated Transit Union, which represent transportation related employees in the service area of the project, accepted the terms and conditions of the Capital Assistance Protective Arrangement dated October 3, 2001. The parties have agreed to apply the terms and conditions of the October 3, 2001 Arrangements to the instant project and shall be deemed a party to the Arrangements. The October 3, 2001 Arrangements provide to employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Fort Bend County

In connection with a previous grant application, the Fort Bend County and the Transport Workers Union, which represents transportation related employees in the service area of the project, accepted the terms of the Capital Assistance Protective Arrangements dated December 14, 2005. The parties have agreed to apply the terms and conditions of the Arrangements to the instant project and shall each be deemed a party to the Arrangements. These Arrangements provide to employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

City of Laredo

In connection with a previous grant, the City of Laredo and the United Transportation Union executed an agreement dated August 6, 1985, which provides protections to employees represented by the union satisfying the requirements of 49 U.S.C., Section 5333(b) for capital assistance grants.

The parties have agreed that the terms and conditions of the agreement dated August 6, 1985, shall be made applicable to the instant project.

Lower Rio Grande Rural Transit

In connection with a previous grant application, the Lower Rio Grande Valley Development Council and the United Transportation Union (UTU), which represent transportation in the service area of the project, accepted the terms of the Capital Assistance Protective Arrangement, dated, October 3, 2001. The Lower Rio Grande Valley Development Council and the UTU have agreed to apply the terms and conditions of the October 3, 2001 Arrangement to the instant project and shall be deemed parties to this Arrangement. The Capital Protective Arrangement provide to the employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

City of Mesquite

In connection with a previous grant application, City of Mesquite and the Amalgamated Transit Union, Local 1338 which represent transportation related employees in the service area of the project, have accepted the terms of the Capital Assistance Arrangement dated June 23, 2003, and are deemed parties to the Arrangement. The Capital Arrangement provides to mass transit employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b). The parties have agreed that the terms and conditions of the Arrangement dated June 23, 2003 shall be applicable to the instant project.

Texoma Area Paratransit System, Inc.

Since there were no previously certified protective arrangements that could appropriately be applied to this grant, the Department of Labor proposed the attached arrangements for certification pursuant to Section 5333(b). Texoma Area Paratransit System, Inc. and the United Food and Commercial Workers Local 1000, which represents transportation related employees in the service area of the project, have accepted the terms of the attached Capital Assistance Protective Arrangement dated September 22, 2008 and shall each be deemed a party to the Arrangement. This Arrangement provide to employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Waco

City of Waco and the Transport Workers Union have previously agreed to become party to the agreement executed on July 23, 1975, by the American Public Transit Association and transit employee labor organizations. The terms and conditions of the July 23, 1975 agreement provide protections to employees represented by the union which satisfy the requirements 49 U.S.C., Section 5333(b). The parties have agreed that the terms and conditions of the July 23, 1975 agreement shall be applicable to both operating and capital grants.

Also, the Department of Labor makes the certification called for under the statute on condition that the grantee ensures that the language shown on the enclosure is made applicable to the **Aspermont Small Business Development Center, Bee Community Action Agency, City of Brownsville, Central Texas Rural Transit District, City of Cleburne, Collin County Committee on Aging, Concho Valley Transit District, City of Del Rio, East Texas Council of Governments, City of Galveston, City of Grand Prairie, Gulf Coast Center, Hill Country Transit District, Kaufman Area Rural Transportation, Kleberg County Human Services, City of Longview, City of Lubbock, City of McAllen, North East Transportation Service, City of Odessa, Rolling Plains Management Corporation, Senior Center Resources & Public Transit, Inc., Town of South Padre Island, City of Texarkana, The Transit System, Inc.**, and the **Webb County Community Action Agency** and incorporated into the contract between the grantee and the recipient(s). This certification letter shall be incorporated into the contract of assistance between the grantee and FTA, by reference.

In addition, the recipients identified in Attachment A to this certification have previously agreed to the terms and conditions of the Section 18 Warranty, which provide to the employees represented by the Amalgamated Transit Union (ATU), the United Transportation Union (UTU), the American Federation of State County and Municipal Employees (AFSCME), and the Texas Conference

of Teamsters, affiliated with the International Brotherhood of Teamsters (IBT), and the Transport Workers Union (TWU) protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Pursuant to Paragraph (9) of the Section 18 Warranty, the ATU, on behalf of Locals 694, 1549 and 1700, the UTU, and the IBT became party to the Section 18 Warranty for the recipients listed respectively in Attachment A. The UTU, IBT and the TWU did not specify recipients in their requests to become party to the Warranty. The Department has determined, however, that these unions, along with AFSCME, would also appropriately be party to the Warranty for respective recipients in Attachment A.

Furthermore, the Department of Labor makes the certification called for under the Statute on condition that the Texas Department of Transportation ensures, as a precondition to the release of assistance to any recipient, that such recipient agrees to the referenced terms and conditions, and that this certification letter and the terms and conditions of the respective protective arrangements are incorporated into the contract of assistance between Texas Department of Transportation and the Recipients, by reference.

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the above protective arrangements, shall be made applicable to the instant project and made part of the contract of assistance between the Federal Transit Administration and Texas Department of Transportation, by reference;

2. As a precondition to the release of assistance to each recipient, this letter and the terms and conditions of the respective protective agreements and/or arrangements referenced above shall be incorporated into the contract of assistance between the Texas Department of Transportation and the recipient, by reference.

   Any dispute or controversy arising regarding the application, interpretation, or enforcement of this provision, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party

designated by the Department of Labor for a final and binding determination;

3. The term "project" as used in the aforementioned agreements and arrangements shall be deemed to cover and refer to the instant project;

4. Disputes over the interpretation, application, and enforcement of the terms and conditions of the protective arrangements certified by the Department of Labor, which include this letter of certification, shall be resolved in accordance with the provisions in the aforementioned agreements and/or arrangements for the resolution of such disputes; and

5. Employees of urban mass transportation carriers in the service area of the project, other than those represented by the local unions which are a party to, or otherwise referenced in the protective arrangements, shall be afforded substantially the same levels of protection as are afforded to the employees represented by the unions under the above protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

   Should a dispute remain after exhausting any available remedies under the protective arrangements, and absent mutual agreement by the parties to utilize any other final and binding procedure for resolution of the dispute, the Secretary of Labor may designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination.

Sincerely,

Ann Comer

Ann Comer, Chief
Division of Statutory Programs

cc: Kerry Miller/FTA
Pat Bittner/Texas Department of Transportation
Beverly Lutz/Alamo Area Council of Governments

Judy Phelps/Amarillo
Lynda Woods Pugh/ATCOG
Dana Myers/Aspermont Small Business Development Center, Inc.
Anna Simo/BCAA
John McBeth/Brazos Transit District
Norma Zamora/Brownsville
Dave Marsh/CARTS
Claudia Cowley/Cap-Trans
J.R. Salazar/Central Texas Rural Transit District
Cleburne/Cleburne
Rep Pledger/CCART
Vastene Olier/Colorado Valley Transit District
Claudia Wicks/Community Action Council of South Texas
Sarah Hidalgo-Cook/Community Council of Southwest Texas
Charlotte Clower/Community Services, Inc.
Robert Stephens/Concho Valley Transit District
Elsa Reyes/Del Rio
Roxanne McKinley/East Texas Council of Governments
Bob Geyer/El Paso County Rural Transit
Paulette Shelton/Fort Bend County
Michael Worthy/Galveston
Lisa Cortinas/Golden Crescent
Tony Flowers/Grand Prairie
James Hollis/Gulf Coast Center
Jacque Wolske/Heart of Texas
Carole Warlick/Hill Country
Omega Hawkins/KART
Leandro Villareal/Kleberg County Human Services
Feliciano Garcia/Laredo Transit Management
Matt Penny/Longview
Kenneth N. Jones/Lower Rio Grande
John L. Wilson/Lubbock
Elizabeth Suarez/McAllen
Don White/Mesquite
Jennifer Hibbs/NETS
Elizabeth Reining/NETS
Edward Esparza/Odessa
Gerald Payton/Panhandle
Reta Brooks/PTS
Lezlie Carroll/Rolling Plains Management Corporation
Gloria Ramos/REAL
David Caldwell/Senior Center Resources and Public Transit, Inc.
Bob Dickinson/Southeast Texas RPC
Catherine Bell/South Padre Island
Roger Cardenas/SPARTAN
Linda Leuckel/SPAN

Vera Matthews/Texarkana Urban Transit District
Freddy Lessly/TAPS
Barbara L. Perry/TTS
John Hendrickson/Waco
Roberto Martinez, Jr./Webb County Community Action Agency
Leo E. Wetzel/ATU
Harry Lombardo/TWU
Victor Baffoni/UTU
Elizabeth A. Roma/Guerrieri, Edmond, Clayman & Bartos
Carolyn R. Cody/Guerrieri, Edmond, Clayman & Bartos
James P. Hoffa/IBT
Gerald McEntee/AFSCME
Richard Hanna/UFCW
Billy Brown/UFCW

LANGUAGE FOR INCORPORATION INTO THE
CONTRACT OF ASSISTANCE
TX-04-0042

The Texas Department of Transportation shall ensure, as a precondition to the receipt of assistance, that the "Public Body(ies)", **Aspermont Small Business Development Center, Bee Community Action Agency, City of Brownsville, Collin County Committee on Aging, Concho Valley Transit District, City of Del Rio, East Texas Council of Governments, City of Galveston, City of Grand Prairie, Gulf Coast Center, Hill Country Transit District, Kaufman Area Rural Transportation, Kleberg County Human Services, City of Longview, City of Lubbock, City of McAllen, North East Transportation Service, City of Odessa, Rolling Plains Management Corporation, Senior Center Resources & Public Transit, Inc., Town of South Padre Island, City of Texarkana, The Transit System, Inc.,** and the **Webb County Community Action Agency** agree to apply the following terms and conditions for the protection of employees in the mass passenger transportation industry in the service area of the project:

1. The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project.

2. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.

3. The Public Body shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project.

4. In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee.

5. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly

related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971.

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project.

6. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.

7. The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

8. The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph.

9. The Public Body will post, in a prominent and accessible place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.

Attachment A
Small Urban and Rural Recipients
TX-04-0042

Alamo Area Council of Governments – ATU, IBT

Ark-Tex Council of Governments – ATU

Capital Area Rural Transit System – ATU, IBT, AFSCME

Caprock Area Rural Transit – ATU, UTU

Colorado Valley Transit, Inc. – ATU

Community Action Council of South Texas – ATU, UTU

Community Council of Southwest Texas – ATU, IBT

Community Services, Inc. – ATU

Golden Crescent Regional Planning Commission - ATU

Heart of Texas Council of Governments – TWU

Panhandle Community Services – ATU, UTU

Public Transit Services – ATU

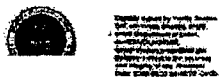
Rural Economic Assistance League, Inc. – ATU

South East Texas Regional Planning Commission - ATU

South Plains Community Action Association – UTU

Special Programs for Aging Needs – IBT

West Texas Opportunities – ATU



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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 February 3, 2009

Consent Agenda:

1. Authorize advertising for bids for fasteners and miscellaneous shop supplies. 20A

2. Accept bond for Purchasing Agent, Gilbert Jalomo. 20B

Regular Agenda:

1. Take all appropriate action on the following bids:

   a. Bid 09-030 – Tire shredder; 32E1
   b. Bid 09-031 – Thermal imager; 32E2
   c. Bid 09-034 – Broom sweeper; 32E3
   d. Bid 09-035 – Single drum soil compactor; 32E4
   e. Bid 09-036 – Asphalt roller; 32E5
   f. Bid 09-037 – Motor grader; 32E6
   g. Bid 09-038 – Extended drain multi-grade oil. 32E7

2. Take all appropriate action on agreement with The Windward Group pursuant to RFP 09-023 – Document Imaging for the Tax Office. (Funding: Tax Office100499100 63000) 32A

3. Take all appropriate action on price increase request from Corporate Express pursuant to Bid 06-023 Toner and Ink Cartridges. 32B

4. Take all appropriate action to approve Amendment No 1 with Beck Disaster Recovery, Inc. for Houston Galveston Area Council disaster and recovery professional consulting services notice-to-proceed for public assistance consulting services. (Funding: 100580888 63000 P580-08IKE 22300) 32C

5. Take all appropriate action to approve purchase of the telephone equipment from Walkercom for the Needville Annex utilizing Department of Information Resources (DIR) contract DIR-SDD-272, for an amount not to exceed $?????? (Fund: Facilities: 732418888 64600 P418B-NEEDVIL 35000) 32 D

DOCUMENT IMAGING 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 The Windward Group, L.L.C., (hereinafter "The Windward Group"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain The Windward Group to provide document imaging services (hereinafter "Services"); and

WHEREAS, The Windward Group represents that it is qualified and desires to perform the Services.

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

AGREEMENT

Article I. Scope of Services

The Windward Group shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 The Windward Group 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 The Windward Group 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 The Windward Group shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of The Windward Group 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-eight thousand and no/100 ($28,000). 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

2-11-09 2 origs. 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 monthly payments will be made to The Windward Group by County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the eighth day of the month following completion of all services hereunder, The Windward Group shall submit to County two (2) original copies of invoices showing the amounts due for services performed during the previous month, 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.

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 September 30, 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 The Windward Group 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 The Windward Group 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 The Windward Group 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 The Windward Group 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. The Windward Group'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 The Windward Group.

Article VII. Ownership of Documents

Title to all information provided to The Windward Group under this Agreement shall remain in County. The Windward Group shall return to County all original materials supplied. If the materials are damaged during shipment or at The Windward Group facilities, The Windward Group will be liable for the cost of restoring a usable copy. At no time may The Windward Group maintain, use, or sell any copy of any document obtained under this Agreement.

Article VIII. Inspection of Books and Records

The Windward Group will permit County, or any duly authorized agent of County, to inspect and examine the books and records of The Windward Group 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, The Windward Group 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. The Windward Group shall provide certified copies of insurance endorsements and/or policies if requested by County. The Windward Group 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. The Windward Group 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, The Windward Group 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

THE WINDWARD GROUP SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE WINDWARD GROUP, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE WINDWARD GROUP OR ANY OF THE WINDWARD GROUP'S AGENTS, SERVANTS OR EMPLOYEES.

Article XI. Confidential and Proprietary Information

11.1 The Windward Group 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 The Windward Group 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 The Windward Group 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 The Windward Group) 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 The Windward Group'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 The Windward Group who can be shown to have had no access to the Confidential Information.

11.2 The Windward Group agrees to hold Confidential Information in strict confidence, using at least the same degree of care that The Windward Group 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. The Windward Group 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, The Windward Group shall advise County immediately in the event The Windward Group 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 The Windward Group will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or The Windward Group against any such person. The Windward Group agrees that, except as directed by County, The Windward Group 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, The Windward Group will turn over to County all documents, papers, and other matter in The Windward Group's possession which embody Confidential Information.

11.3 The Windward Group 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. The Windward Group 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 The Windward Group 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, The Windward Group 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 The Windward Group or, where permitted, of its subcontractors.

12.2 The Windward Group 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 Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to The Windward Group. 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 The Windward Group under this Agreement shall be delivered to The Windward Group, L.L.C., 2519 Fairway Park Drive, Suite 310, Houston, Texas 77092, Attention: Mike W. Sample, or such other place or places as The Windward Group may designate by written notice delivered to County.

Article XIV. Compliance with Laws

The Windward Group 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, The Windward Group 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 The Windward Group 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

The Windward Group 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 exhibits, 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 22 day of January, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge
2/3/09

THE WINDWARD GROUP

ATTEST:

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $28,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

EXHIBIT A

AS PER ORIGINAL

PROFESSIONAL SERVICES SCHEDULE

PROFESSIONAL SERVICES AGREEMENT DATED: January 16, 2009

BY AND BETWEEN:

Fort Bend County



AND **THE WINDWARD GROUP, LLC**

The Windward Group, LLC

The information contained herein, is for the strict purpose of evaluating the services provided by The Windward Group, and shall not be used by Fort Bend County or any of its agents for any other purpose. The information remains the intellectual property of The Windward Group.

EXECUTIVE SUMMARY

The Windward Group (TWG) is proud to submit the following proposal for Document Management Services (DMS) for Fort Bend County Tax Office

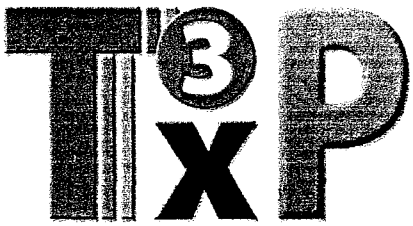
In the following pages, TWG will demonstrate that it has the right combination of talent, team and technology to meet and exceed the expectations of Fort Bend County.

We at The Windward Group look forward to working with the Fort Bend County team in conducting the proposed project such it is completed within scope, on time and on budget.

Proposer Qualifications and Experience

TWG has a legacy that stretches back to the 1950's and includes such companies as Southern Microfilm, RACOM and LASON. TWG's corporate leadership consists of that team which built these legacy organizations to their height of success. TWG has not only been associated with evolution and best practices involved in the document management and document imaging industry, we helped define it.

As a result of the 150+ years of industry experience represented by TWG leadership, our company has developed a special formula for success, which is expressed in the following formula:



T^3xP© is the guiding principle behind what we do. The formula represents the multiplicative effect that the right combination of TEAM, TALENT and TECHNOLOGY can have for the benefit of our clients. TWG understands that Teamwork is essential for competing in today's global arena, where individual perfection is not as desirable as a high level of collective performance. We know that it is possible to accomplish almost anything, so long as you are not worried about who gets credit for it. TWG also seeks out talented and tenacious people who believe in what we do. We help our clients succeed by applying this team approach with talented individuals while delivering world-class technology solutions in unique.

TWG is in the business of delivering world-class technology solutions. To this end, it is imperative to have a close relationship with the developers of these solutions. This relationship is the "P" in our formula. TWG forges partnerships with companies that have developed the "Best in Class" technology solutions to meet the functional needs of our clients. In this way, TWG's team of talented individuals combined with the power of its partner network is a proven formula for success, both for our clients and our company.

History and Background

The Windward Group, LLC is a Louisiana Limited Liability Corporation, which was formed in 2001 for the purpose of acquiring a document imaging related company from which to build a larger Comprehensive Document Management Organization. The founder, Robert Rathe, Jr., was the former Owner/CEO of RACOM, one of the largest independent Document Management companies in the United States. After the sale of RACOM to LASON in 1998 Robert managed a substantial portion of LASON'S Document Capture business across the Western US.

In March 2003 The Windward Group acquired the Virtual Paper Company in Covington, La, and Ron Gitz, CPA, and principal of the Virtual Paper Company joined The Windward Group as a Managing Partner. Since that time the organization has been operated as a multipurpose Document Imaging Service Company.

Beginning in the late 1970's, Robert Rathe, Jr. became involved in the Houston, Texas market as an owner/manager of RACOM's predecessor companies Southern Microfilm Corporation and Business Micrographics Corporation. During that time he became affiliated with Minolta Corporation as one of their dealers first in New Orleans and later in Houston. Ultimately RACOM became Minolta's largest dealer in the US and was honored as the "Dealer of the Year" an unprecedented 5 times. In addition, RACOM received over 70 national awards from Minolta for performance in both sales and service during the 1980's and 1990's.

Today, TWG has state of the art office locations in New Orleans Louisiana, which serves as the company's Corporate Headquarters, as well as Houston and Dallas, Texas. Since its inception, The Windward Group has acquired three other imaging and content management companies, experienced strong year over year growth and is poised to become the preeminent imaging and content management organization in the country.

Our mission statement best defines our business philosophy as follows:

> "We are a team of individuals each with unique talents oriented toward defining and solving the document management and information requirements that confront our business partners, who are our clients. We strive to produce innovative, cost effective, solutions for our partners, utilizing technology and the collective talents of the members of our company. Our success is measured by the degree of satisfaction and value
> We deliver in our products, services and systems to our partners".

APPLICATIONS

Fort Bend Tax Office has requested the off-site imaging services of The Windward Group for the digital conversion of their Tax Office Records. These assumptions were utilized to formulate our solution and estimated project cost.

ASSUMPTIONS

Based upon the information provided by Fort Bend County, The Windward Group production model and investment analysis are based upon the following assumptions:

Document Transportation

The Windward Group will coordinate bi-weekly (every two weeks) scheduled pick-up and deliveries via our Secure Van and driver.

Document Preparation

Fort Bend County Tax office will perform the required document preparation for these records. This includes removing all staples, paperclips fasteners and taping all small documents to 8 ½ X 11 paper. When the documents arrive at The Windward Group they will be ready to be scanned via our high-speed InoTec scanners.

Document Scanning

All scanning will be performed in a production mode at 200 DPI into group IV TIFF Black and White images.

Indexing

The Windward Group will provide Fort Bend Tax office with an Access Based Bar-code generating program (Two Stations) that will allow Fort Bend Tax office to create the required index values for this initiative. The Fort Bend Tax Office will enter into the Bar-code program the index values and then it will generate a bar-code sheet that will be inserted into the file prior to the records being sent to The Windward Group.

Image Delivery
The Windward Group will provide Fort Bend Tax Office with a portable hard drive for the delivery of the images and the corresponding index values. The images and Meta data will be formatted into a PaperVision Data group format that will correspond to the existing PaperVision Imaging Solution and the two applications.

File Requests
Fort Bend Tax office will have 24/7 access to their records while they are being converted. Pre-authorized Fort Bend Tax office associates will facilitate a request via Fax and/or email. The Windward Group will fulfill each request via scan-on-demand services. We will deliver the requested file via Documentum eRoom. Additionally, eRoom can be utilized for any required document sign-off and QA/QC should it be required.

Document Return
The Windward Group will return the original documents to Fort Bend Tax office within 30 days of delivery of the original images. The original document will be placed back into their respected file folder and corresponding box. The Windward Group will provide Fort bend Tax Office with an Inventory report for each box, for records retention and document destruction purposes.

THE WINDWARD GROUP PROJECT COORDINATORS

Solution Consultant
Mike W. Sample
Business Solutions Consultant
The Windward Group
2519 Fairway Park Drive, Suite 320
Houston, TX 77092

Telephone: 713-812-8100
Facsimile: 713-812-8210
Email: msample@thewindwardgroup.net

Operation Coordinator
Dave Vork
Operations Manger
The Windward Group
2519 Fairway Park Drive, Suite 320
Houston, TX 77092

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Email: dvork@thewindwardgroup.net

Management Liaison
David Young
Vice President
The Windward Group
2519 Fairway Park Drive, Suite 320
Houston, TX 77092

Telephone: 713-812-8100
Facsimile: 713-812-8210
Email: dyoung@thewindwardgroup.net

SCOPE OF SERVICES

Staging of Files
The Windward Group will provide Fort Bend Tax office with the necessary boxes for this initiative. Fort Bend Tax office will be responsible for packing the boxes and labeling the end cap of each box.

Document Pick-up:
The Windward Group's designated project manager will coordinate scheduled bi-weekly pick-up and deliveries for this initiative.

Document Handling:
All of the pages that are contained in each folder will be captured in the order that they appear within that folder. The requirement set-forth by Fort Bend Tax Office does not require any integration of the file or any re-ordering of the pages. After the files have been scanned they will be placed back into their respected box without any re-prep and will await delivery back to Fort Bend.

Scanning Requirements:
The Windward Group will utilize INOTEC Scanners to capture the images into a Black & White images. All images will be captured at 200 DPI. The output will be multi-page TIFF images in a PaperVision Data Group Format.

Index Description:
The Windward Group will provide Fort Bend Tax Office with an Access based bar code program for the creation of the required Index values for this initiative. Fort Bend Tax office will be responsible for validating that a copy of Access is loaded onto each workstation that will be used for the creation of the index values. This initiative has two applications; Daily Deposits and TX DOT Disabled Persons.

Quality Assurance:
Following completion of imaging and indexing, all images will be 100% inspected for image quality. All images or index points failing inspection will be re-scanned/re-indexed as required.

Client Image Inspection:
The Windward Group will be transferring captured images on an on-going basis for review and acceptance by Fort Bend County. Fort Bend County will have 30 business days to inspect the delivered images. If The Windward Group does not receive notification from Fort Bend County, then the deliverable will be deemed approved and accepted.

Document Management during Scanning Phase
Documents will be unavailable during the shipment period. After the shipment period, documents can be requested via an agreed upon method which will result in The Windward Group providing the requested files via scan-on-demand services, within 8 business hours to the authorized requestor. A maximum of three requests per day is allowable at no additional charge.

Document Retention/Destruction
Upon completion of the digital scanning process, The Windward Group will place the original documents back into their respected box, without re-prep for delivery back to Fort Bend County's Tax Office location.

Invoicing
The Windward Group will invoice Fort Bend County during each month of production for the work tasks that are completed.

Changes in Scope
The information provided within this Statement of Work is based on the information provided to The Windward group by Fort Bend County. Any changes made to this SOW may result in additional services and adjustment to the existing pricing model. Change requests must be submitted in writing by Fort Bend County (Section C) to the designated Windward Group team member.

The Windward Group's Houston Facility

The Windward Group has a state-of-the art 13,000 square foot facility that is located at 2519 Fairway Park Drive (I-610 & 290).

Parameter Security

- All exterior doors are equipped with a keypad and are monitored by a third party monitoring company
- All exposed windows and doors contain security bars

Interior Facility

- All exits are clearly marked and have DC power back-up in the event of a loss of power
- All Servers are contained within a secure rack and video monitored by our corporate office in Folsom Louisiana.
- Fire extensors are located throughout the facility per City of Houston Code

The Windward Group Associates

In order to provide our clients with the highest quality and maintain confidentiality of their records, The Windward Group utilizes the following strategies:

- All production associates undergo an extensive background and criminal history review prior to employment with The Windward Group
- A confidentiality agreement is signed by every associate.
- All production associates are employees of The Windward Group. We do not solicit labor from temp agencies.

Capture Hardware and Software

The Windward Group will utilize the following Hardware and Software Technology for Fort Bend Tax Office Records:

InoTec 510 Scanner – TWG is the master distributor for this German made production scanner. The fastest desktop scanner in the world, the Inotec 510 is able to scan up to 230 pages/m (460 images/m). Key features of this technology include:

- Digitizing Optical CCD - Camera with 400 dpi resolution
- Standard Resolutions 75, 100, 150, 200, 240, 300, 400 dpi
- Dynamic Binarisation MDIT with result preview
- Grayscale Images 8 Bit Color, 256 Grey levels
- Deskew / Cropping prior to binarisation on grayscale image
- Gamma Correction on grayscale images in the scanner - 10 Bit to 8 Bit or in the driver with result preview - 8 Bit to 8 Bit
- Color Filters optical filters Red, Red/Orange, Green, Blue
- Scan Background standard black and optional White Scan Background (for example for transparencies) interchangeable
- Document Feed automatic from stack with adjustable pressure or single sheet hand feed, integrated height adjustable work table with user memory function
- Max. Stack Height 45 mm (approx. 450 sheets of 80 gsm paper)
- Document Width 28mm to 317mm
- Output Hopper adjustable to document size, paper guides can be adjusted asymmetrically
- Standard Document Sizes A3, A4, A5, A6, A7, B4, B5, B6, B7, Legal, Letter, Double Letter
- User Formats from W 28mm x H 60mm to W 317,5mm x H 4000mm freely definable
- Feed Control Double Feed Check with Piezo Ceramic ultrasound sensor
- Paper Flow Control (PFC) with electronic length control on demand

- Indexing Scan counter plus four user definable event controlled counters for Document Indexing and Endorser, integrated patch code decoder with 15 definable recognition tracks

InoTec 4x1 (to be used for smaller batches of documents and rescan)

- Adjustable scan speeds from 80 – 150 ppm
- Image Output bitonal, grey, color: multi-stream at up to 400 dpi
- Image Quality can be dynamic or static threshold
- Image Processing with MDIT Multi Dimensional Intelligent Thresh holding (Intec's version of Virtual Rescan
- Flex Fed paper separation with piezoceramic ultrasonic sensors
- Operation is TSCP Touch Screen Communication Panel
- Automatic white calibration
- Document sizes .59" – 12.6" width and 2.35" – 160" length

Kofax Accent Capture Platform – TWG has done extensive development of processes, batch management custom extraction, routing, decisioning, barcode recognition and many other customizations of the current implementation of Kofax. TWG will use this intellectual property and apply it to the Fort Bend project to standardize image file output, while creating a replicable known good image for document qualities of varying thresholds. The use of such software accommodates detailed image enhancement operations such as despeckle, deskew, noise removal, right siding, and many other image enhancement operations.
Kofax is the world's leading high-volume document capture solution, used by more service bureaus than any other product. Some the basic features and functionality of the solution include;

- Automatic image correction and enhancement.
- Automatic form identification and document separation.
- Uses OCR, ICR and OMR to recognize machine-printed and hand-printed text in hundreds of languages, as well as bar codes, patch codes and check boxes.
- Integrates seamlessly with all workflow and content management applications.
- Certified to work with most production scanners.
- Turnkey reports help managers identify bottlenecks and re-deploy resources to achieve optimum processing efficiency.
- Central administrator controls setup and updates, grants user and group privileges, and monitors individual and station performance.
- Imports email and attached documents.
- Key from image validation.
- Enterprise edition provides support for high availability systems in mission critical implementations.

Kofax Ascent Capture allows The Windward Group to define a custom process for each of our customer's document types. The Kofax Batch Class is where TWG tells the software all the rules of how a batch of a certain document type must be treated. In the Batch Class, TWG defines a series of Queues through which batches of scanned or imported images are processed. The available Queues include but may not be limited to the following:

- Scan/Import,
- QA/QC,
- Recognition,
- Validation/Indexing and finally
- Release.

Within each Queue, TWG defines all the details about the documents, data extraction and exception handling processes. The Release Queue is the last process where we define how the index data and related images must be formatted for delivery or further custom processing.
The batches of images are named so that it is very clear who the customer is, what type of documents are contained in the batch and information from the production container/box internal to us. The Batch Manager is the name Kofax gives to the module where we monitor and control the batches as they flow

from one Queue and Status to another. We can automatically route or manually route batches in order to control the priority of workflow in the shop. Think of Kofax Batch Manager as a "Master Control System" for routing of batches and images.

TWG Security Program
The Windward Group will meet or exceed all data recovery and record security standards as articulated in this section of the RFP. The Windward Group is very serious about security and business continuity. The Windward Group will adhere to Fort Bend's processes and procedures in this area all as mutually agreed upon.

The Windward Group will meet or exceed all confidentiality and data security requirements standards as articulated in this section of the RFP. Specifically, The Windward Group has security systems (fire, burglar, temperature control) in place. The Windward Group also has access controlled areas for document storage and the actual conduct of the Fort Bend project such that only authorized individuals will have access to source documents and/or images data.

TWG Disaster Preparedness Program
The Windward Group will meet or exceed all record recovery and business continuity standards as articulated in this section of the RFP. Specifically, The Windward Group understands the importance of clear and precise standards and definitions as they relate to the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and disaster declaration procedures. To this point specifically, The Windward Group will utilize its current footprint of three regionally offices, which are located in Houston, TX, Dallas Texas and Folsom Louisiana.

The Windward Group's Houston facility has 13,000 square feet of climate controlled warehouse and production space. We have the same capability to isolate both warehouse and production space exclusively for Fort Bend records.

The Windward Group's Dallas facility has 8,000 square feet of climate controlled warehouse and production space with the same capability of isolating storage and production for Fort Bend records.
The Windward Group's Folsom facility has 15,000 square feet of climate controlled warehouse and production space. We have the ability to isolate as much warehouse space as required to separate and secure OMV records from all other customer records.

The Windward group operates all three service bureaus on identical servers, operating system, scanners and Kofax Ascent Capture platforms giving us the ability to quickly load-balance our production as necessary. Once the initial project setup, testing and acceptance by Fort Bend tax Office has occurred, we will replicate all Kofax Ascent Batch Classes, custom software tools and all procedures in our Folsom and Dallas offices. We will train all operations managers, supervisors and lead operators in those two locations. With Fort Bend's permission, we will regularly send batches of completed Fort Bend records to these offices for refresher training so that we are always ready to change production locations. (This would only be required in the event that our Houston facility is without power for some prolonged period of time). With a simple forwarding order utilizing The Windward Groups document transportation and drivers, all documents would be routed to either Folsom or Dallas where our staff and facilities would be immediately available to produce the work.

The Windward Group will work with Fort Bend to determine disaster declaration processes and procedures, with clearly defined Service Levels expectation regarding the RPO and PTO.

TWG'S NFAP 232 Standards
The Windward Group's facilities meet the requirements set forth within this RFP for document image services. Our facilities are equipped with the necessary fire suppression (per code of each city) and we have built into our operations data back-up facilities, between our three facilities.

The NFPA 232 Standards pertains to storing and archiving records. The Windward Group's mirrored operation facilities incorporate fire extinguishers, independent monitored fire detection and the staff has undergone training for fire protection. As part of our project methodology we load balance the inbound

records for digital conversion in order to limit the exposure (time) that they are at our facility. Our goal is to capture in the paper in less than 5 business days. We are not a long term records storage facility. Additionally, once the records have been digitized, a copy is backed up onto our mirrored facilities. This process insures that in the event of a fire, The Windward Group can recreate the original records.

[SCHEDULES A-C TO FOLLOW]

SCHEDULE A
SALES ORDER

Customer: Fort Bend County Tax Office

Address: 500 Liberty, Suite 101, Richmond, TX 77469

Contact Name: Patsy Schultz

Contact Phone: 281-341-3735

Contact Email: schulpat@co.fort-bend.tx.us

Item Description	Unit Price	Quantity	Unit	Estimated Cost
Scheduled Bi-weekly pick-up and delivery	INC	INC	Per Box	$0.00
Document Preparation (To Be performed by Fort Bend)	N/A	N/A	N/A	$0.00
Black & White Scanning at 200 DPI	$0.050	560,000	Per Image	$28,000.000
Bar code Indexing program (Fort Bend provide Access Database Software)	INC	INC	Module	$0.00
Indexing (Fort Bend To perfrom via Indexing Program)	N/A	N/A	N/A	$0.00
Portable Hard Drive for Image Transfer	INC	INC	N/A	$0.00
Professional Services for Consulting	INC	16	Hours	$0.00
Project Estimate				**$28,000.00**

This Sales Order is an estimated based upon the assumptions that are set forth within the enclosed Document. The Windward Group will invoice Fort Bend County for the actual volumes and services that will be provided in order to fulfill Fort Bend County's requirements. All quote pricing does not include any required taxes.

FORT BEND COUNTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE WINDWARD GROUP, L.L.C.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE B
CLIENT ACCEPTANCE & PROJECT IMPLEMENTATION FORM

Fort Bend County Tax Office has provided a representative sample set of documents to The Windward Group. This set of documents has been scanned and indexed in accordance with the enclosed SOW. Fort Bend is authorizing The Windward group to:

- Commence full scale scanning and indexing of documents

FORT BEND COUNTY TAX OFFICE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE WINDWARD GROUP, L.L.C.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

SCHEDULE C
CHANGE ORDER FORM

Submitted By:	Change Number:
Date:	

Change Request
Description of Requested Change
Reason for Change

Proposed Solution
Description of Proposed Solutions
Work Affected
Cost Estimate
Impact on Schedule

Authorization	
The Windward Group	Fort Bend County

32B

AS PER ORIGINAL

STAPLES | Corporate Express

Advantage

January 19, 2009

Debbie Kaminski
Assistant Purchasing Agent
Fort Bend County
Rosenberg Annex
4520 Reading Road Suite A,
Rosenberg, Texas 77471

Dear Ms. Kaminski:

This letter is to inform you that as of on February 1st Epson has announced there will be a price increase many of there ink and toner cartridges. Some of which were awarded in bid 06-023. Below are the cartridges that have recived a price increase. I have also included the Price Increase Anouncements from Epson as requested by the escalation clause. The increase will take a effect on February 1st. If you have any questions or comments, please feel free to give me a call.

Prod-ID	ProdDesc	UOM	Current Price	New Unit Price	Manufacturer Price Increase
T028201	EPSON BLACK INK CARTRIDGE C60	EA	$ 21.20	$ 21.96	3.60%
T040120	EPSON C62 BLACK INK CARTRDIGE	EA	$ 21.20	$ 21.96	3.60%

Sincerely,

Robert Thornburg
Account Executive
713.934.6103
Robert.thornburg@staples.com

EPSON®
EXCEED YOUR VISION

December 19, 2008

Dear Epson Reseller,

Due to the current global economic environment, we are facing increased manufacturing and delivery costs. Consequently, Epson America, Inc. is announcing price increases on select legacy ink and media products, effective February 1, 2009. The price changes will affect our Manufacturer's Suggested Retail Price (MSRP), as well as the Reseller price.

A complete list of affected products is attached. We will accept purchase orders for these products, at the current prices, until January 31, 2009. Orders through January may not exceed your November run rates by more than 10 percent.

Please contact your Epson Sales Representative with any questions. Thank you for your understanding and your on-going support of Epson products.

Epson America, Inc.

AS PER ORIGINAL

Tabulation
BID #06-023
Term Contract for Toner and Ink Cartridges
1 October 2006 through 30 September 2007
Renewed through 31 March 2009
Amendeded: 07/12/06, 08/02/06, 10/24/06, 12/04/07
***06/03/08, **08/26/08, ***01/06/09**
Recommendation: Low bidder per section

Item #	Description	Price per Each
	Section 1: OEM Color and Photo Ink Cartridges ***Vendor: Office Depot***	
1000	HEW - 51625A Tri-color	$27.92
1004	HEW - 51640C Cyan	$27.85
1005	HEW - 51641A Tri-color	$27.92
1008	HEW - 51649A Tri-color	$24.22
1011	HEW - C1823D Tri-color	$24.19
1010	HEW - C4842A Yellow	*$29.56
1012	HEW - C4843A Magenta	*$29.56
1013	HEW - C6578DN Tri-color	$25.91
1015	HEW - C6625DN Tri-color	$24.72
1019	HEW - C4836AN Cyan	$29.35
1020	HEW - C4837AN Magenta	$29.35
1021	HEW - C4838 AN Yellow	$29.35
1022	HEW - 6657AN Tri-color	$26.38
1023	HEW - 6658AN Photo	$22.09
1024	HEW - C9721A Cyan	$166.75
1028	HEW - C9722A Yellow	$166.75
1038	HEW - C9723A Magenta	$166.75
1026	T029201 Tri-color	$22.94
1027	T041020 Tri-color	$22.94
1043	HEW-C9363WN Tri-color	$30.11
1044	HEW-C8766WN Tri-color	$21.49
1045	HEW-C5010DN Tri-color	$22.56
	Section 2: OEM Black Ink Cartridges ***Vendor: Corporate Express***	
1001	HEW - 51626A	***$31.22
1002	HEW - 51629A	***$30.75
1003	HEW - 51633M	***$27.60
1006	HEW - 51645A	***$27.65
1007	HEW - 6656AN	***$19.74
1009	HEW - C4844A	***$30.90
1014	HEW - C6615DN	***$27.54
1017	HEW - C8061X	***$117.45
1018	HEW - C4844AN	**$28.71
1029	EPSS015091	$18.48

AS PER ORIGINAL

	Section 2: OEM Black Ink Cartridges (continued) ***Vendor: Corporate Express***	
1031	EPSS020108	$19.89
1032	EPSS020187	$17.39
1033	T028201	$21.20
1034	T040120	$21.20
1065	HEW-C8767WN	***$27.96
1066	HEW-C8765WN	***$19.74
1067	HEW-C5011DN	***$20.76
	Section 3: OEM Color Toner Cartridges ***Vendor: Corporate Express***	
1056	HEW - C4150A Cyan	***$169.29
1057	HEW - C4151A Magenta	***$169.29
1058	HEW - C4152A Yellow	***$169.29
1052	HEW - C4192A Cyan	***$119.77
1053	HEW - C4193A Magenta	***$119.77
1054	HEW - C4194A Yellow	***$119.77
1060	HEW - C9701A Cyan	***$86.57
1061	HEW - C9702A Yellow	***$86.57
1062	HEW - C9703A Magenta	***$86.57
	Section 4: OEM Black Toner Cartridges ***Vendor: Corporate Express***	
1050	HEW - C4182X	***$164.18
1051	HEW - C4191A	***$82.00
1016	HEW - 92274A	***$92.33
1025	HEW - 92291A	$103.80
1030	HEW - 92295A	$86.99
1035	HEW - 92298A	***$100.84
1039	HEW - C3900A	$121.95
1040	HEW - C3903A	***$81.52
1041	HEW - C3906A	***$61.81
1046	HEW - C3909A	***$174.95
1042	HEW - C4092A	***$54.09
1047	HEW - C4096A	***$87.13
1049	HEW - C4127X	***$111.39
1048	HEW - C4129X	***$142.72
1055	HEW - C4149A	***$111.20
1059	HEW - C9700A	***$71.76
1063	HEW - C9720A	***$135.16
1036	LEXMARK 12A6835	$251.55
1037	LEXMARK 12A1970	$24.74
1064	LEXMARK 1382920	$162.37
1068	HEW-C8543X	***$239.62
1069	HEW-Q1339A	***$176.96
1070	HEW-Q2610A	***$104.80
1071	HEW-C9730A	***$195.38

AS PER ORIGINAL 32C

FORT BEND COUNTY, TX
NOTICE-TO-PROCEED #1
ADDENDUM

Fort Bend County, TX (the "County"), pursuant to its contract with Beck Disaster Recovery, Inc. ("BDR") dated August 30, 2005, hereby authorizes the following notice-to-proceed:

Modification: The purpose of this modification is to provide additional funding.

Scope Items: The scope is attached as Exhibit A.

Not-to-Exceed Authorization: The budget for this modification is $150,000.00. The total not-to-exceed amount is increased from $100,000.00 by $150,000.00 to $250,000.00.

APPROVED BY FORT BEND COUNTY, TX:	**APPROVED BY BECK DISASTER RECOVERY, INC.:**
Signature: _____	Signature: _____
Title: _____	Title: Director, Financial Recovery Services
Date: _____	Date: January 8, 2008

EXHIBIT A

PUBLIC ASSISTANCE/COST RECOVERY SERVICES

In response to the 2007 Department of Homeland Security Appropriations Act, FEMA began a new Public Assistance Pilot Program this past summer. Public assistance is designed to help repair and replace critical infrastructure, public structures and services damaged in a disaster, as well as speed the recovery process by improving debris removal operations and supporting emergency measures. Under the program, new procedures will include incentives to encourage jurisdictions to be better prepared to respond to and recover from a natural or man-made disaster. For example, the federal cost share will be increased for those communities who maintain a FEMA-approved disaster debris management plan and have under contract a minimum of one debris removal contractor prior to an event.

Other provisions include payment up-front by FEMA for project costs based on approved project worksheet cost estimates for debris removal, emergency work and repairs and replacements to disaster-damaged facilities. It also reimburses the straight-time salaries and benefits of an applicant's full-time staff involved in the debris removal process. Finally, as an incentive to recycle disaster-generated debris, the program allows the jurisdiction to retain any revenue gained from doing so.

BDR has a team of public assistance experts that can help maximize the benefits and incentives of the program. BDR can assist the County with a wide variety of public assistance services including, but not limited to:

- Identification of eligible emergency and permanent work (Category A-G)
- Immediate needs funding
- Prioritizing recovery workload
- Loss measurement and categorization
- Insurance evaluation, documentation adjusting and settlement services
- Project worksheet generation and review. BDR will prepare and review Category A-G project worksheets and assist federal agencies with the generation of large project worksheets when necessary
- FEMA, FHWA-ER and NRCS-EWP reimbursement support
- Staff augmentation with experienced public assurance coordinators and project officers
- Interim inspections, final inspections, supplemental project worksheet generation and final review
- Appeal services and negotiations
- Reconstruction and long-term infrastructure planning
- Document force account labor for emergency measures to maximize reimbursement for eligible Category A and B work
- Final review of all emergency and permanent work performed
- Other public assistance services as needed

32D

BALANCED SOLUTIONS

Customer:	Fort Bend County	**Contact:**	Wildens Leveque
Address:	301 Jackson	**Title:**	Information Technology
City, St:	Richmond, TX	**Phone:**	281-341-3777
Site Address:		**Site Contact:**	
City, St:	Needville, TX	**Site Phone:**	
Quote No:	6127	**Date:**	January 12, 2009
Project Name:	**Needville Service Center – Avaya S8300/ G450**		

This QUOTE defines the services to be delivered by WalkerCom Inc

1) **OVERVIEW**
   a) WalkerCom, Inc. shall secure from *Fort Bend County*, prior to the commencement of Work, an agreement to the obligations and requirements as set forth below.
   b) The Price is a firm and fixed price, which is valid for 60 days from the date of this SOW.
   c) Pricing does not include any hardware or software not specifically provided for in this SOW.
   d) WalkerCom may perform work remotely.
   e) Any work performed with the development of non-WalkerCom/Avaya applications or legacy systems shall incur additional costs to Client.
   f) If Customer requests that any of this work be performed 'Out of Hours', that work will be billed at WalkerCom after hours T&M rates $141.00 per hour.
   g) Additional labor due to anything out side of WalkerCom's control will constitute a change order. This shall be billed at Time and Material Rates of $94.00 an hour (T&M Rates).

2) **DELIVERABLES:** *AVAYA S8300/G350*
   a) Remote Project Management
      i) WalkerCom will assign a **Remote** Project Manager responsible for coordinating and communicating with the Client regarding equipment arrival, installation dates, and other requirements. The Project Manager will collaborate with assigned WalkerCom Implementation Technician regarding system implementation.
      ii) Activities performed by the WalkerCom Project Manager may be done **remotely.**
   b) Solution Deployment



BALANCED SOLUTIONS

i) Hardware shall be shipped to WalkerCom's designated site for staging. The hardware shall be inventoried and tested before deployment.

3) MATERIAL LIST

	Product Code	Qty	Description	NPL Unit	NPL Ext	Fort Bend Unit	Fort Bend Ext
	CM S8300 G450 MODEL NEW						
1	207650	1	CM5 0 S8300 W/G450 SFTW LIC	$0.01	$0.01	$0.01	$0.01
2	208009	1	50 USER R5 CM BUNDLE - S8300/S8400 SRVRS	$5,000.00	$5,000.00	$2,900.00	$2,900.00
3	208002	1	CM5 SFTW ENTITLEMENT LIC	$0.00	$0.00	$0.00	$0.00
4	208221	1	SES S8300 COMBO LIC	$0.00	$0.00	$0.00	$0.00
5	212337	1	INTGR MGMT R5.0 ASA VAM CLIENT CM LIC	$0.00	$0.00	$0.00	$0.00
6	212339	1	INTGR MGMT R5.0 VMM CM LIC	$0.00	$0.00	$0.00	$0.00
7	212484	1	CC R5.0 BASIC RTA RELEASE INDICATOR	$0.00	$0.00	$0.00	$0.00
8	214250	1	AAN CM5 CONVERGED NET ANALYZER ENTITLE	$0.00	$0.00	$0.00	$0.00
9	700439672	1	ADMINISTRATION TOOLS R5.0 CD	$0.00	$0.00	$0.00	$0.00
10	700439714	1	VOIP MONITORING MANAGER R5.0 CD	$0.00	$0.00	$0.00	$0.00
11	700451206	1	IA770 R5.0 MEDIA KIT	$0.00	$0.00	$0.00	$0.00
12	165397	2	IP TRUNK LICENSE 1 PORT	$0.00	$0.00	$0.00	$0.00
13	700407810	1	S8300C SERVER	$2,000.00	$2,000.00	$1,160.00	$1,160.00
14	700406267	1	S8300/S8400 CD/DVD ROM DRIVE RHS	$350.00	$350.00	$203.00	$203.00
15	700470222	1	CM5.1.2 LINUX UNITY SFTW CD NEW SYS	$100.00	$100.00	$58.00	$58.00
16	700451172	1	USB MODEM MT9234ZBA V.92 56K	$250.00	$250.00	$145.00	$145.00
17	700432487	1	G450 MP20 W/POWER SUPPLY	$5,300.00	$5,300.00	$3,074.00	$3,074.00
18	405362641	1	PWR CORD USA	$9.00	$9.00	$5.22	$5.22
19	M4KSU	1	SURGEGATE 4 KSU	$57.50	$57.50	$33.35	$33.35
20	700439250	1	MM710B E1/T1 MEDIA MODULE	$3,000.00	$3,000.00	$1,740.00	$1,740.00
21	700395445	1	120A CSU CABLE SOFT RHS	$30.00	$30.00	$17.40	$17.40
22	MLLT1	1	LEASED LINE SURGE SUPPRESSOR	$64.00	$64.00	$37.12	$37.12
23	700395221	1	MM714 ANALOG 4+4 MEDIA MODULE RHS	$1,000.00	$1,000.00	$580.00	$580.00
24	700012909	2	24 PORT LINE PATCH PANEL	$300.00	$600.00	$174.00	$348.00
25	700394711	2	MM717 24 PORT DCP MEDIA MODULE RHS	$2,400.00	$4,800.00	$1,392.00	$2,784.00
26	700381999	24	TELSET 2410 GLOBAL DGTL VCE TERM RHS	$470.00	$11,280.00	$272.60	$6,542.40
27	700381585	1	TELSET 2420 DGTL VOICE DK GRY RHS	$655.00	$655.00	$379.90	$379.90
28	700381817	1	TELSET EU24 EXP MOD RHS	$210.00	$210.00	$121.80	$121.80
29	700356447	1	1151C1 DCP PHONE PWR W/CAT5 CBL	$26.00	$26.00	$15.08	$15.08
30	405362641	1	PWR CORD USA	$9.00	$9.00	$5.22	$5.22
	SOFTWARE SUPPORT COMMUNICATION MGR MODEL						
31	203988	1	SSU CM R5 X LIC 50 USER BUNDLE PP	$1,800.00	$1,800.00	$1,351.50	$1,351.50
	MAIN SITE - T1 COMPONENTS						
32	700394794	1	DS1 INTFC TN464HP RHS	$4,345.00	$4,345.00	$2,520.10	$2,520.10
33	195311	1	INTEGRATED CSU RHS	$1,795.00	$1,795.00	$1,041.10	$1,041.10
34	700393523	1	120A CSU CABLE 25FT RHS	$20.00	$20.00	$11.60	$11.60
					$42,700.51		$25,073.80

INITIALS_____

BALANCED SOLUTIONS

4) PRICE

Total Hardware Price: $25,073.80

Total Labor Price: $4,138.00

TOTAL SOLUTION PRICE: $29,211.80

5) STATEMENT OF WORK

Executive Summary:

Fort Bend County will be opening a new site in Needville, TX and will be installing a new Avaya Communications Manger networked via point to point T1 to Main Courthouse location. WalkerCom will provide and install new AVAYA S8300 Media Server and (1) G450 Media Gateway. Product includes the latest release Communication Manager Software R5.1.2, (50) Station "Standard" Edition Software Right to Use, an embedded IA770 voicemail system, USB modem (requires) a dedicated analog CO trunk line), System and T1 Surge Protector. Warranty is void if system is not surge protected. A T1 module, a 4x4 analog CO/Station module, (2) 24-port digital station modules with patch panels, (24) 2410 and (1) 2420 with Expansion Module, and a 3-year Software Support plus Upgrade Subscription (prepaid). Pricing does not include rack or rack related equipment, nor a UPS and patch cords.

WalkerCom will unpack, inspect, prestage and install all equipment. WalkerCom will also install (1) T1/PRI into the system and test for in/out bound dialing, DID, long distance, and 911. If network problems are detected between the Central Office and the demarc, the client is responsible in resolving these issues with their Service Provider. No cabling is included in this proposal, additional costs will apply if WalkerCom must rewire, tone and tag, reroute, and/or any cable replacement is required and performed. Labor does not include extending the demarc. Existing termination blocks/panels will also be reused. A site survey is required in order to determine materials/labor required for extending the termination over to the rack/system equipment. End user training is also included and will be performed within groups for up to total of (4) hours. Final walk thru First Day Support and customer sign off will be performed on the following business morning for total of (4) business hours. Labor does not include the installation and mounting of rack or rack related equipment.

Labor includes the installation/configuration and testing of a point to point T1 to the main site. Pricing does include the hardware required for the networking to the core location.

BALANCED SOLUTIONS

WalkerCom Inc will be providing the implementation services for this project.

- WalkerCom Inc will be staging, updating and programming the system's core components per implementation specifications and ship the equipment to the customer location. This will include a station review with the customer, defining the call center needs, setting up voice mail boxes, and building the basic automated attendant.
- WalkerCom Inc will provide installation services including; rack and stack systems, station and application review & data gather with customer, network integration, placement of telephones, and provide first day of business support.
- WalkerCom Inc will provide a Project Manager that will have overall responsibility for this project. The WalkerCom PM will work closely with the Fort Bend County project manager to ensure a smooth implementation of the project.
- WalkerCom will remove the existing Nortel system and prepare it for shipping. WalkerCom will provide the packaging material.

This Scope of Work will provide the parameters of project management, integration, and installation activities for the Fort Bend County Project.

Project Scope:

WalkerCom Inc will perform the following services and activities described below. These services, activities, and responsibilities characterize the full set of installation deliverables for this project, thus constitutes a working agreement between WalkerCom Inc and Fort Bend County.

- Conduct formal project kick-off meeting to set mutual expectations regarding the implementation of the new communications system.
- Develop and manage Project Plan in order to successfully manage this project
- Plan the environmental requirements with the customer to assure adequate rack space, power, grounding and cooling exists in the equipment location
- Jointly develop test plan with WalkerCom Inc
- Develop a software freeze date in order to assure a quality implementation
- Cutover the Avaya solution on agreed upon date and time, and staff for first day of business.
- Provide for single phase cut over process.
- Execute test plan with customer's participation
- Provide first day of business support.
- Package all used Nortel Equipment.
- Conduct final walk-thru with customer in order to successfully close the project.
- WalkerCom Inc to properly register equipment with Avaya.
- Provide and hand-off package for lifecycle support.

BALANCED SOLUTIONS

Final Deliverables:

WalkerCom Inc will provide client with the following deliverables:

- Provide a Project Manager to act as the customer's Single Point of Contact for the project
- A detailed project plan outlining a formal communication plan, critical path and milestones
- Provide a formal change control process and document for any additional work required outside this scope of work
- A detailed document outlining the minimum environmental conditions necessary to support the new Communications Manager solution
- A Project Binder providing important data regarding the management and support of the solution

Client Responsibilities:

Customer will be responsible for the following:

- Designate a single point of contact for the WalkerCom Inc Project Manager to work with on the project
- Provide access to site and equipment as appropriate
- Customer provided cable plant and wall field, with properly labeled, toned and tested cable runs.
- Provide environmentals that meet or exceed manufacturer specified conditions
- Customer to actively participate in execution of test plan.
- Meet all project deliverables on time to keep project on-track
- Provide required information for WalkerCom Inc engineers to perform the installation
- Provide LAN information necessary, Ethernet ports, IP Addresses and other network information for successful integration of the solution into existing network if applicable
- Provide new DID's for each employee
- Define what needs to be supported in the Auto Attendant
- Request local provider to provide ANNI with outbound name only "Fort Bend County"
- Define inbound ANNI requirements
- Provide a list of number to be blocked by Avaya software related to outbound dialing

Assumptions:

- All work to be performed under this Scope of Work will be done Monday – Friday between the hours of 8:00 a.m. and 5:00 p.m., with the exception of the cutover, which will occur after hours in order to minimize downtime and client support.
- WalkerCom Inc will re-use all existing station wall fields. This means that the existing wall field must be clearly tagged for all station and trunk cross connects.
- Fort Bend County to provide on-site staging area for preliminary equipment testing.
- Requests for support or services beyond this Scope of Work require written approval by Fort Bend County and acceptance by the WalkerCom Inc Project Manager.



- Engineering changes made by Fort Bend County after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.
- Fort Bend County will accept delivery of equipment to the site.

Staffing:

WalkerCom Inc will staff the project with the appropriate technical resources. WalkerCom Inc will be responsible for the selection of suitable resources and reserves the right to allocate resources in a manner that allows for the most efficient completion of work. The client shall provide the WalkerCom Inc representatives full and free access to the facilities and appropriate personnel. Failure to arrange suitable access to facilities or personnel necessary to conduct services on behalf of the client shall result in billing for such services even if services are unable to be performed through no fault of WalkerCom Inc.

Project Control:

To effectively determine the degree to which the project plan is being met, the WalkerCom Inc Project Manager will follow a plan to control and manage Fort Bend County project through a communication plan, change control, and variance management.

As part of the communication plan the WalkerCom Inc PM and Fort Bend County will jointly establish the time and frequency for status meetings (or conference calls), document meeting results, and distribute meeting notes, including action items. For effective scheduling and cost control, progress measurements will start as the project begins and continually utilized throughout to measure the performance of Fort Bend County project. The project roadmap provides a baseline from which to judge progress, comparing planned activities, in-progress activities, and the actual completion of those activities. The PM will identify variances to plan and take action to correct or limit it impact on the project.

The WalkerCom Inc PM will utilize a change control strategy to identify and document changes to the original scope. The PM will screen and assess the impact of the change on the project timelines, obtain client approval, implement the change if required, and maintain a log of all change requests and their treatment. Any agreed to changes will be reflected in the project plan.

BALANCED SOLUTIONS

Project Timeline:

The chart below provides an overview of the project timeline. The WalkerCom Inc Project Manager will provide a detailed project plan that will be utilized through as a baseline for the project.

- Key Milestones

Milestone	Owner	Planned Start	Planned Completion

By signing below you are demonstrating that you have reviewed and mutually agreed to the scope of work and deliverables of this project and therefore constitutes a working agreement between Fort Bend County and WalkerCom Inc.

The client's signature on this document and the Terms and Conditions, constitutes a contractual agreement between WalkerCom and the client's organization for the above services/products listed. Customer must also furnish a copy of the Purchase Order, or similar proof of payment, in order for any equipment to be ordered or for milestone's to be created. Pricing excludes local applicable taxes. Shipping will be determined on the client's desired method of freight. Additional restocking fees may apply for any ordered equipment that have been shipped and later cancelled.

	WalkerCom Inc.		**Fort Bend County**
Authorized Signature:		Authorized Signature:	
Printed Name:	*Jesse Villegas*	Printed Name:	
Title:	*Client Relationship Manager*	Title:	
Date:	January 12, 2009	Date:	

NOTE: *The information within this proposal is proprietary. DO NOT Copy, Fax, or reveal this information.*

WalkerCom Inc
Phone: 281-997-5700 Fax: 281-997-5750
2213 Garden Rd
Pearland, TX 77581

BALANCED SOLUTIONS
Service First - Customer for Life.

Quote

No.: **6165**
Date: 1/27/2009

Prepared for:
Wildens Leveque (281) 341-3777
Fort Bend County*
301 Jackson
Richmond, TX 77469 U.S.A.

Prepared by: Jesse Villegas - Job: Paging System
Account No.: 11455
Phone: (281) 341-8640

Qty.	Item ID	Description	UOM	Sell	Total
2,000	WSC-M1001001	18-2c PLENUM WHITE JACKET	EA	$0.25	$500.00
1	VAL-V-2003AHF	3 ZONE TALKBACK PAGE CONTROL UNIT	EA	$540.00	$540.00
6	V 1060A	8" TALKBACK CEILING SPEAKER	EA	$41.42	$248.52
6	VAL-V-9914M-5	CEILING TILE BRIDGE	EA	$11.20	$67.20
2	VAL-V-1072A-ST	DOOR ENTRY INTERCOM SS	EA	$50.84	$101.68
2	VAL-V-1048C	TALKBACK HORN SPEAKER	EA	$76.17	$152.34
1.00	WSC-L1001001	SERVICE RATE	HR	$3,040.00	$3,040.00

Deviation from scope of work, or additional work not specified will constitute a change order and additional costs, to include, but not limited to, project delays, issues with the circuits, defective equipment, or anything outside of WalkerCom's control.

The client must provide a PO, or similar, in order for project to commence or any scheduling to be coordinated. The client's signature on this document and the Terms and Conditions constitute a contractual agreement for the products/services listed.

NOTE: The Information within this proposal is proprietary. DO NOT Copy, Fax, or reveal this information.

Item Total:	$4,649.74
Total:	**$4,649.74**

Prices are firm until 2/26/2009 Terms: Net 30

Quoted by: Jesse Villegas, jesse.villegas@walkercom.com Date: 1/27/2009

SOW: WalkerCom will install a VALCOM paging system with (6) 8inch flush mount speakers. Tech will cut the ceiling tiles for speakers to fit. We will run wiring to each speaker from the phone closet. Pricing is assuming that all the work can be done during normal business hours and standard office environment exists. No special equipment will be needed.

Pricing is based on availability and is subject to change.

Accepted by: _____ Date: _____

32 E 1

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.**

DATE: **February 5, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage
#2 09-032

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

COUNTY JUDGE
RECEIVED
FEB 06 2009

2-11-09 orig. ret. to Cheryl at Purchasing

AS PER ORIGINAL 32E1

Fort Bend County Tabulation
Bid 09-030
Tire Shredder

Recommendation: Franklin Miller Inc. for 1 unit with permission to negotiate
Funding: Engineering: Grant 100622999 64000 G622-09HGAC-G07 22100

Company	Unit Bid Price
Franklin Miller, Inc. New Jersey	$64,900.00 Taskmaster TM2842TS

Fort Bend County, Texas
Invitation for Bid

Tire Shredder
for Fort Bend County
BID 09-030

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-030
Tire Shredder

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED. BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/19/08
Issued: 01/07/09

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Tire Shredder
BID 09-030

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Franklin Miller Inc
Legal Name of Contracting Company

James Hayden
Contact Person

60 Okner Pkwy
Complete Mailing Address

973 535-9200 — Telephone Number
973 535-6269 — Facsimile Number

~~Name~~ jhayden@franklinmiller.com
Email Address

James Hayden — Signature
1-20-2009 — Date

AS PER ORIGINAL

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Tire Shredder
BID 09-030

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Legal Name of Contracting Company

James Hayden
Contact Person

60 Okner Pkwy
Complete Mailing Address

973 535-9200 | 973 535-6269
Telephone Number | Facsimile Number

~~Name~~ jhayden@franklinmiller.com
Email Address

James Hayden
Signature | Date

1

Message Confirmation Report DEC-24-2008 12:16 PM WED

Fax Number : 9735356269
Name : FRANKLIN MILLER

Name/Number : 912813418645
Page : 1
Start Time : DEC-24-2008 12:15PM WED
Elapsed Time : 00'14"
Mode : STD ECM
Results : [O.K]

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Tire Shredder
BID 09-030

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- Vendors may not submit responses via email or fax.

Franklin Miller Inc
Legal Name of Contracting Company

James Heyden
Contact Person

60 Oliver Parkway
Complete Mailing Address

973-535-9200 x108 — 973-535-6269
Telephone Number — Facsimile Number

jheyden@franklinmiller.com
Email Address

James Heyden — January 6th, 2009
Signature — Date

Vendor Information

Franklin Miller Inc

Legal Name of Contracting Company

*

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

973.535.9200 — Telephone Number

973-535-6269 — Facsimile Number

60 Okner Parkway

Complete Mailing Address (for Correspondence)

Livingston, NJ 07039

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

James Heyden - Regional Sales Mgr

Authorized Representative and Title (printed)

jheyden@franklinmiller.com

Authorized Representative's Email Address

James Heyden

Signature of Authorized Representative

Initials of Bidder: JH JH

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

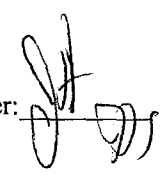
1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

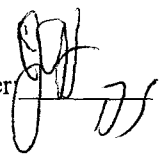
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder 

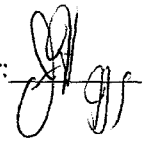
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: 

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

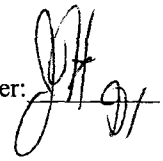
1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: 

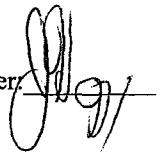
1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: 

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

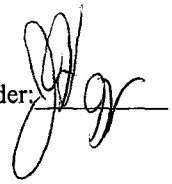
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

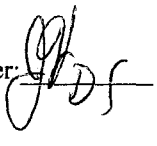
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

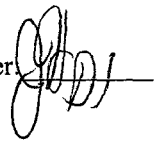
2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder 

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: _____

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

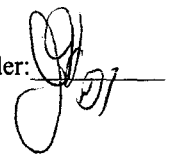
2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase from one (1) vendor one (1) or more tire shredders, which meets or exceeds the specifications contained herein.

Initials of Bidder: 

4.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

5.0 DELIVERY:

Delivery of shredder(s) ordered must be completed within one-hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Recycling Center.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

7.0 REQUIRED EQUIPMENT:

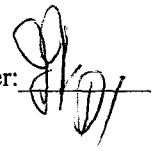
Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. Brand names are listed for information only; vendors may bid an equal, see Section 1.18 above.

Taskmaster Model TM2842TS shredder or equal: 100-150 tires per hour No tractor trailer tires

List make and model: Must be new, current production.

Shredder in CS contract area construction with 28 x 42" L shredding chamber with standard hopper and heavy duty structural steel support stand including two (2) counter-rotating parallel hex shafts intensively shredding solids using 1" wide intermeshing cam cutter discs and spacers manufactured of hardened alloy steel, precision ground for close tolerance shearing action. Drive includes two (2) 8 HP TEFC, 3/60/230/460 or motor and heavy duty gear reducer for efficient, high torque, low speed operation. Hopper stand and two (2) O & M manuals.

Meets Specification: Yes ☑ No ☐

Initials of Bidder: 

Total unit bid price, one (1) shredder, FOB Fort Bend County:

$ $64,900.00/each

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder

Franklin Miller Inc.
60 Okner Pkwy.
Livingston, NJ 07675

Debbie Kaminski, CPPB
Fort Bend County
Assistant Purchasing Agent
281-341-8643
281-341-8645 (fax)

January 28, 2009

Dear Ms. Kaminski,

We have revised sell price on our tire shredder bid to 61,000.00usd FOB Fort Bend. If this helps in any way it would be great. Our new system here is comprehensive but has to be adjusted from time to time.

Best Regards,

James Heyden
Industrial Products Reg. Mgr.

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd day of February, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Franklin Miller Inc (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tire Shredder** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 2009.

Fort Bend County, Texas

By: _____
County Judge

By: James Hayden reg mgr
Signature of Contractor

By: JAMES HEYDEN reg mgr
Printed Name and Title

32 E 2

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.**

DATE: **February 5, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage
#2 09-032

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

COUNTY JUDGE
RECEIVED
FEB 06 2009

2-11-09 orig. ret. to Cheryl at Purchasing

AS PER ORIGINAL

32E2

Fort Bend County Tabulation
Bid 09-031
Thermal Imager

Recommendation: G T Distributors x 10 = $104,896.70
Funding: Sheriffs Office 100560999 64500 G560-07BZPP 22100

Company	Unit Bid Price
G T Distributors Austin	$10, 489.67 Bullard SE35
Aredmus Enterprises California	Disqualified: FLIR B200 camera bid does not meet specifications.

Fort Bend County, Texas
Invitation for Bid

27426

Thermal Imager
for Fort Bend County
BID 09-031

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-031
Thermal Imager

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/19/08
Issued: 01/07/09

Vendor Information

GT Distributors, Inc.
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

800-252-8310 — Telephone Number
800-480-5845 — Facsimile Number

PO Box 16080
Complete Mailing Address (for Correspondence)

Austin, TX 78761
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Clint Welch, Sales Manager
Authorized Representative and Title (printed)

clintw@gtdist.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: CW

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: CW

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: CW

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: CW

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: CW

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: CW

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: CV

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: CJ

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: CW

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: CW

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: CW

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase from one (1) vendor nine (9) or more thermal imagers, which meets or exceeds the specifications contained herein.

Initials of Bidder: CW

***Amended 1/8/09**

4.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

5.0 DELIVERY:

Delivery of thermal imagers ordered must be completed within ninety (90) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

*7.0 REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. Brand names are listed for information only; vendors may bid an equal, see Section 1.18 above.

***Bullard TacSight SE35 or equal:**

List make and model: Must be new, current production.

Bullard SE35

Total unit bid price, one (1) thermal imager, FOB Fort Bend County:

$ 10,489.67 /each

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: CW

COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

January 8, 2009

TO: All Prospective Bidders

RE: Addendum No. 1 - Fort Bend County Bid 09-031 – Thermal imager.

Please replace page 14 with amended page 14.

****

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at **(281) 341-8645.**

GT Distributors, Inc.
Company Name

01/13/09
Signature of person receiving addendum **Date**

If you have any questions please contact this office.

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Thermal Imager
BID 09-031

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

GT Distributors, Inc.
Legal Name of Contracting Company

Clint Welch
Contact Person

PO Box 16080 Austin, TX 78761
Complete Mailing Address

800-252-8310 — Telephone Number
800-480-5845 — Facsimile Number

txbids@gtdist.com
Email Address

Signature

1/07/09
Date

GT Distributors, Inc.
The South's premier supplier of public safety equipment, since 1972

PO Box 16080, Austin, TX 78761 • Telephone (512) 451-8298 • FAX (512) 453-6149

January 15, 2009

GT Distributors, Inc. would like to request Bid Tabulation for:

Agency Name: Ft. Bend County

Purchaser name: Purchasing Dept.

Bid Number: 09-031

Bid Title: Thermal Imager

Date of bid opening: January 22, 2008 @ 1:30 PM

The Bid Tab can be emailed to txbids@gtdist.com; faxed to 800-480-5845; or mailed to PO Box 16080, Austin, TX 78761.

A bid tab consists of all vendor names that participated, description of the items, the amount the vendor quoted, and the vendor who was awarded. If we were the only bidder, please let us know. If you received this by mail, a self addressed stamped envelope is enclosed.

Thank you for your time.

GT Distributors, Inc.

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

OK

This memorandum of agreement made and entered into on the ~~13th~~ 3rd day of ~~January~~ February, 20 09, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and GT Distributors, Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Thermal Imager** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 20 09.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: Clint Welch , Sales Manager
Printed Name and Title

32E 3

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.

DATE: February 5, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage

#2 09-032

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

COUNTY JUDGE
RECEIVED
FEB 06 2009

2-11-09 orig. ret. to Cheryl at Purchasing

32E3

AS PER ORIGINAL

Fort Bend County Tabulation
Bid 09-034
Broom Sweeper

Recommendation: R B Everett & Company for 1 unit
Funding: Road and Bridge 155611100 64000

Company	Unit Bid Price
R B Everett & Company Pasadena	$45,000.00 Broce RJ350

Fort Bend County Specification Download Acknowledgment

37421

Invitation for Bid
Boom Sweeper
BID 09-034

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

R. B. EVERETT & COMPANY

Legal Name of Contracting Company

DEAN HENDERSON, VICE PRESIDENT

Contact Person

P. O. BOX 7300, PASADENA, TEXAS 77508

Complete Mailing Address

281-991-8161 | 281-991-5967

Telephone Number | Facsimile Number

dhenderson@rbeverett.com

Email Address

Signature | JANUARY 7, 2009

Date

Fort Bend County, Texas
Invitation for Bid

Boom Sweeper
for Fort Bend County
BID 09-034

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-034
Boom Sweeper

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/19/08
Issued: 01/07/09

Vendor Information

R. B. EVERETT & COMAPNY
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-991-8161 — Telephone Number
281-991-5967 — Facsimile Number

P.O. BOX 7300
Complete Mailing Address (for Correspondence)

PASADENA, TEXAS 77508
City, State and Zip Code

8211 RED BLUFF ROAD
Complete Remittance Address (if different from above)

PASADENA, TEXAS 77507
City, State and Zip Code

DEAN HENDERSON, VICE PRESIDENT
Authorized Representative and Title (printed)

dhenderson@rbeverett.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: DP

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

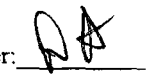
1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

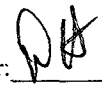
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: 

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: 

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: _____

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

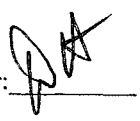
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

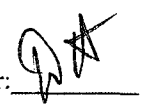
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: _____

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

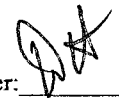
2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: 

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: 

3.0 SCOPE:

It is the intent of Fort Bend County to purchase one (1) or more new broom sweepers. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

4.0 DELIVERY:

Delivery of broom sweeper(s) ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

7.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

7.1 **Make and Model:** Must be new, current production model.

BROCE RJ350 BROOM SWEEPER

7.2 **Engine:** Tier III compliant diesel engine rear mounted with a minimum 276 cubic inch (4.5 liter), 80 HP at 2500 RPM. Engine to be equipped with replaceable wet-type cylinder liners and a dynamically balanced crankshaft constructed of heat-treated high carbon steel. Air cleaner to be dual element dry-type with pre-cleaner at cab height, 12 volt electrical system, 95 ampere alternator and 950 CCA battery. Equipped with an ignition key start, variable speed governor and a27-gallon fuel tank. Engine to be completely covered with hinged solid metal cover that has a lockable option.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: _____

7.3 **Instruments:** All gauges to be assembled on a common dash with easy visibility from operator's seat. To included hour meter, tachometer, oil, water temperature and fuel gauge. Traffic horn with horn button and a minimum of 102 decibels reverse alarm.

Meets Specification: Yes ☒ No ☐

7.4 **Transmissions:** To be fully hydrostatic, with speeds infinitely variable to 34 MPH. A 10-micron suction filter to provide oil to the hydrostatic pump. Hydrostatic transmission to be a closed loop, variable speed Sauer-Danfoss, or equal, direct engine driven pump, with a fixed displacement Sauer-Danfoss, or equal, motor coupled with a two-speed manual transmission, to provide gradability up to 45 degrees and neutral position for towing. Closed loop cooling enhanced by a hot oil shuttle built into the motor and the case drain in the hydrostatic pump, returned to the tank through the oil cooler. Foot control to be used for forward and reverse, as well as dynamic braking. Hydrostatic control to be spring loaded to return to positive neutral position when foot is removed to prevent inadvertent movement when sitting stationary with the engine running.

Meets Specification: Yes ☒ No ☐

7.5 **Frame:** Solid weld heavy structural steel, minimum 6" tube style front and rear bumpers. Rollover protection structure tested to SAE J1040 standards and canopy with rear view mirror.

Meets Specification: Yes ☒ No ☐

7.6 **Steering:** Open center orbital type power steering unit, with power beyond and dead steering capabilities.

Meets Specification: Yes ☒ No ☐

7.7 **Tires:** P225/75R-16 radial, on 6-bolt 5.5" x 16" steel automotive grade wheels. All wheels must interchange front and rear.

Meets Specification: Yes ☒ No ☐

7.8 **Brakes:** Self-adjusting hydraulic drum on rear axle and disc on front axle, with dual master cylinder, for safety backup. Mechanical type parking brake with indicator light.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: _____

7.9 **Towing:** Unit capable of being towed with no disassembly of any part. Towed for unlimited time at speeds up to 45 MPH. Equipped with a surge brake and dual master cylinder. Hydraulic lockouts with limit towing distance or speed are not acceptable.

Meets Specification: Yes ☒ No ☐

7.10 **Weight:** Unit, excluding optional equipment, to be a minimum 5000 lbs.

Meets Specification: Yes ☒ No ☐

7.11 **Overall Length:** 172 inches minimum.

Meets Specification: Yes ☒ No ☐

7.12 **Overall Height:** 102 inches minimum including ROPS and cab.

Meets Specification: Yes ☒ No ☐

7.13 **Overall Width:** 96 inches maximum.

Meets Specification: Yes ☒ No ☐

7.14 **Radius:** Maximum inside turning radius of 13.5 feet.

Meets Specification: Yes ☒ No ☐

7.15 **Brush Core:** Steel constructed for use with 32" diameter wafer type brush segments. To be 10" in diameter by 8" in length filled with polypropylene wafers or combination steel wire and polypropylene wafers. Brush to be powered by hydraulic motor independent of travel speed, with direct drive motor located inside brush core. Heavy-duty shock absorber to be installed on core support frame to maintain core balance. Rubber shield to be provided to deflect flying debris from damaging other parts of the sweeper. Brush assembly to have a wrap-around type of 16 gauge metal shield the length of brush core and covering 140 degrees.

Meets Specification: Yes ☒ No ☐

7.16 **Sweeping Angle:** Capable of sweeping angles from 45 degrees left to 45 degrees right. Round 41 inch turntable constructed of 5/8" plate steel supported by 9 heavy-duty ball bearings to be provided for even brush wear and core balance.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: _____

7.17 **Brush Mounting:** Mounted so it is pulled permitting it to float through a range of 15 inches to follow the contour of the pavement plus able to be locked in any position, for extra heavy sweeping.

Meets Specification: Yes ☒ No ☐

7.18 **Operator Controls:** Joystick control to be conveniently located on operator's station and include the following controls for the brush: stop, raise, lower, float or lock in any desired position. A single control lever to activate the brush rotation. Any optional equipment controls, including throttle, to be located conveniently to the operator.

Meets Specification: Yes ☒ No ☐

7.19 **Brush Hydraulics:** Sauer-Danfoss, or equal, D-type gear pump attached to the rear of transmission pump, with a built in priority flow divider to provide steering, with power-beyond capabilities which power a tow-spool valve that controls the lift, float, down pressure and sweeping angle. Exhaust port of the flow divider supplies oil to a single spool valve that controls the brush rotation. 192 RPM under load. A 100-mesh screen to be provided for oil exiting the tank and a 10-micron filter for oil returning to the tank. Hydraulic tank to be 27-gallon minimum capacity with a sight level, temperature gauge. Tank to be a separate unit and not part of the sweeper frame. Three (3) shut-off valves to be located on the hydraulic tank to close while changing filters.

Meets Specification: Yes ☒ No ☐

7.20 **Front Axle:** Front axle to be oscillating type, with hydraulic disc brakes and a minimum tread distance of 65 inches. Axle to be mounted to a heavy-duty bolster, which oscillates on a center-mounted pin, connected to the front bumper.

Meets Specification: Yes ☒ No ☐

7.21 **Rear Axle:** Rear axle to be Dana model 44-truck type, or equal, with hydraulic drum brakes, powered by a fixed displacement hydrostatic motor through a two-speed gearbox (a low gear to provide sweeping power and a high gear for road use). Maximum road speed to be at least 34 MPH. Rear axle to have a minimum 3,500 pound load-carrying capacity.

Meets Specification: Yes ☒ No ☐

7.22 **Paint:** Prime painted, with rust inhibitor primer and two (2) finish coats, of lead free DuPont, or equal, two-part urethane orange paint, with an automotive finish.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: QK

7.23 **Lights:** Lights, including two (2) headlamps, stop, tail and turn signals with controller and flasher (including 4-way flashers). Includes amber beacon or strobe light.

Meets Specification: Yes ☒ No ☐

7.24 **Cab:** Cab with heavy duty tinted safety glass, two (2) full view doors (one on each side), door locks, windshield wiper, padded insulation, floor mat, rollover protection structure, heater and defroster fan, windshield washer, pressurized air conditioner and West Coast, or equal, mirrors. Deluxe suspension seat with gas shock absorbing. All openings on floor of cab to be sealed with a rubber boot, rubber grommet or like material to inhibit dust from entering. Air-conditioning system to have a condenser mounted inside the hood on the outside of the radiator. Air-conditioner to have an exterior remote filter system. Air-conditioning system to incorporate a pressurized system with a blower fan.

Meets Specification: Yes ☒ No ☐

7.25 **Brush Attachment:** Brush watering attachment to have an 8' galvanized spray bar and electric pump, with 100-mesh strainer, 8 spray nozzles and back-flow valve to prevent drainage when not in use. Tank to be minimum 150-gallon low profile polyethylene tank, with vented filler cap.

Meets Specification: Yes ☒ No ☐

7.26 **Manuals:** Operators, parts, service/technical. One complete set of each.

Meets Specification: Yes ☒ No ☐

7.27 **Warranty:** One (1) year or 1000 hours 100% parts and labor.

Meets Specification: Yes ☒ No ☐

8.0 UNIT BID PRICE:

Unit bid price, for one (1) new broom sweeper, as specified herein, FOB Fort Bend County, Texas:

$ 45,000.00 **/each**

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: _____

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd day of Feb, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and R.B. EVERETT & COMPANY (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Boom Sweeper** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: DEAN HENDERSON, VICE PRESIDENT
Printed Name and Title

32E4

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.

DATE: February 5, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage
#2 09-032

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

COUNTY JUDGE
RECEIVED
FEB 06 2009

2-11-09 orig. ret. to Cheryl at Purchasing

AS PER ORIGINAL 32E4

Fort Bend County Tabulation
Bid 09-035
Single Drum Soil Compactor

Recommendation: R B Everett & Company for 1 unit
Funding: Road and Bridge 155611100 64000

Company	Unit Bid Price
R B Everett & Company Pasadena	$115,000.00 Dynapac CA362D
Equipment Support Services Houston	Disqualified: Did not meet specifications on items 7.2, 7.3, 7.5, 7.6, 7.7 and 7.9
H & B Equipment Services Corpus Christi	Disqualified: Did not meet specifications on items 7.3, 7.4, and 7.5
Mustang CAT Houston	Disqualified: Did not meet specifications on item 7.4
Romco Equipment Houston	No Bid

Fort Bend County Specification Download Acknowledgment

27433

DYNAPAC CA362D $115,000-

Invitation for Bid
Single Drum Soil Compactor
BID 09-035

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

R. B. EVERETT & COMPANY
Legal Name of Contracting Company

DEAN HENDERSON, VICE PRESIDENT
Contact Person

P. O. BOX 7300, PASADENA, TEXAS 77508
Complete Mailing Address

281-991-8161 — Telephone Number
281-991-5967 — Facsimile Number

dhenderson@rbeverett.com
Email Address

Dean Henderson
Signature

JANUARY 7, 2009
Date

Fort Bend County, Texas
Invitation for Bid

Single Drum Soil Compactor for Fort Bend County BID 09-035

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-035
Compactor

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/19/08
Issued: 01/07/09

Vendor Information

R. B. EVERETT & COMPANY
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-991-8161 — Telephone Number
281-991-5967 — Facsimile Number

P.O. BOX 7300
Complete Mailing Address (for Correspondence)

PASADENA, TEXAS 77508
City, State and Zip Code

8211 RED BLUFF ROAD
Complete Remittance Address (if different from above)

PASADENA, TEXAS 77507
City, State and Zip Code

DEAN HENDERSON, VICE PRESIDENT
Authorized Representative and Title (printed)

dhenderson@rbeverett.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: DH

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: DA

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: DH

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: DH

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: _____

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: DH

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: _____

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: _____

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: _____

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: _____

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: _____

3.0 SCOPE:

It is the intent of Fort Bend County to purchase one (1) or more new single drum soil compactors. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

4.0 DELIVERY:

Delivery of compactor(s) ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

7.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

7.1 **Make and Model:** Must be new, current production model.

DYNAPAC CA362D 84" SMOOTH DRUM

7.2 **Engine:** Minimum: Cummins QSB 6.7 TIII or equal, water cooled turbo diesel with after cooler, rated power 150 HP @ 2,200 RPM.

Meets Specification: Yes ☒ No ☐

7.3 **Dimensions:** Minimum: 227" over length, 117" to top of ROPS, 86" to top of steering wheel, 94" overall width, 113" drum/wheel base, 18"/16" ground clearance, 122" inside turning radius and 213" outside turning radius.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: _____

7.4 **Drum Specifications:** Minimum: 84" drum width, 61" drum diameter and 1.4" drum shell thickness.

Meets Specification: Yes ☒ No ☐

7.5 **Weights:** Minimum: 29,105 lbs operating weight, 18,080 lbs front module and 11,205 lbs rear module.

Meets Specification: Yes ☒ No ☐

7.6 **Traction:** Minimum: 0-6 mph speed range, +/- 9 degree vertical oscillation, +/- 38 degree steering angle, 55% theor. Gradeability and 23.1 x 26 size 8 ply tires.

Meets Specification: Yes ☒ No ☐

7.7 **Compaction:** Minimum: static linear load of 315 pli, nominal amplitude .067" high and .032" low, 1980 vpm vibration frequency and centrifugal force 67,850 lbs high amplitude and 32,865 lbs low amplitude.

Meets Specification: Yes ☒ No ☐

7.8 **Operation:** Minimum: forward/reverse lever, vibration control located on F/R lever, interlock shut down system, rubber mounted operators platform, drum drive, dual speed rear axle, adjustable comfort seat, anti-spin system, limited slip, rear axle and tilt steering wheel.

Meets Specification: Yes ☒ No ☐

7.9 **Hydraulic System:** Minimum: Driving: axial piston pump with variable displacement, axial piston motor with variable displacement and axial piston motor with variable displacement. Vibration: axial piston pump with variable displacement and axial piston motor with constant displacement. Steering: gear pump with constant displacement. Service brake: hydrostatic in forward and reverse lever. Parking/Emergency brake: failsafe multidisc brake in drum gear box and rear axle.

Meets Specification: Yes ☒ No ☐

7.10 **Control Panel:** Minimum: warning brake light, charging light, engine oil pressure, engine temperature and hydraulic oil temperature.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: _____

7.11 **Standard Equipment:** Minimum: backup alarm, horn, mail battery switch, emergency stop, ROPS bar and seatbelt/FOPS, lockable engine hood, filler caps vandal protected, brake release system for towing, fuel gauge, hourmeter, hydraulic pressure check points and lockable instrument panel cover.

Meets Specification: Yes ☒ No ☐

7.12 **Manuals:** Operators, parts, service/technical. One complete set of each.

Meets Specification: Yes ☒ No ☐

7.13 **Warranty:** One (1) year 100% parts and labor.

Meets Specification: Yes ☒ No ☐

8.0 UNIT BID PRICE:

Unit bid price, for one (1) new soil compactor, as specified herein, FOB Fort Bend County, Texas:

$ 115,000.00 **/each**

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: _____

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd day of Feb, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and R.B. EVERETT & COMPANY (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Soil Compactor** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: DEAN HENDERSON, VICE PRESIDENT
Printed Name and Title

32E5

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.

DATE: February 5, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage
#2 09-032

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

COUNTY JUDGE
RECEIVED
FEB 06 2009

2-11-09 orig. ret. to Cheryl at Purchasing

AS PER ORIGINAL

32E5

Fort Bend County Tabulation
Bid 09-036
Tandem Asphalt Roller

Recommendation: R B Everett & Company for 1 unit
Funding: Road and Bridge 155611100 64000

Company	Unit Bid Price
R B Everett & Company Pasadena	$148,000.00 Dynapac CC624HF
Four Seasons Equipment, Inc. Houston	Disqualified: Did not meet specifications on items 7.3, 7.4, 7.6, 7.7 and 7.11
Mustang CAT Houston	No Bid
Romco Equipment Houston	No Bid

Fort Bend County Specification Download Acknowledgment

148,000

Invitation for Bid
Tandem Asphalt Roller
BID 09-036

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

R. B. EVERETT & COMPANY
Legal Name of Contracting Company

DEAN HENDERSON, VICE PRESIDENT
Contact Person

P. O. BOX 7300, PASADENA, TEXAS 77508
Complete Mailing Address

281-991-8161 — Telephone Number
281-991-5967 — Facsimile Number

dhenderson@rbeverett.com
Email Address

Dean Henderson
Signature

JANUARY 7, 2009
Date

Fort Bend County, Texas
Invitation for Bid



Tandem Asphalt Roller for Fort Bend County BID 09-036

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-036
Asphalt Roller

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/19/08
Issued: 01/07/09

Vendor Information

R. B. EVERETT & COMPANY
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-991-8161 — Telephone Number
281-991-5967 — Facsimile Number

P.O. BOX 7300
Complete Mailing Address (for Correspondence)

PASADENA, TEXAS 77508
City, State and Zip Code

8211 RED BLUFF ROAD
Complete Remittance Address (if different from above)

PASADENA, TEXAS 77507
City, State and Zip Code

DEAN HENDERSON, VICE PRESIDENT
Authorized Representative and Title (printed)

dhenderson@rbeverett.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

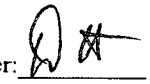
1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: 

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: _____

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: _____

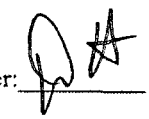
1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: 

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

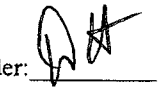
1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: 

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: _____

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

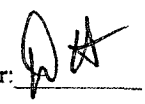
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: _____

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: _____

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

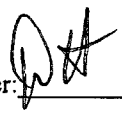
2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: 

3.0 SCOPE:

It is the intent of Fort Bend County to purchase one (1) or more new tandem 14-15 ton asphalt roller. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

4.0 DELIVERY:

Delivery of compactor(s) ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

7.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

7.1 **Make and Model:** Must be new, current production model.

DYNAPAC CC624HF 84" Double Drum

7.2 **Engine:** Minimum: Cummins QSB 4.5 TIII or equal, water cooled turbo diesel with after cooler, rated power 152 HP @ 2,200 RPM, and 63 gallon fuel tank capacity.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: _____

7.3 **Dimensions:** Minimum: 196" over length, 118" to top of ROPS, 90" to top of steering wheel, 91" overall width, 145" drum base, 34" curb clearance, 211.5" inside turning radius and 295" outside turning radius.

Meets Specification: Yes ☒ No ☐

7.4 **Drum Specifications:** Minimum: 84" drum width, 51" drum diameter, .71" drum shell thickness, F/R dual drum neopreme wipers and offset drum 13.75".

Meets Specification: Yes ☒ No ☐

7.5 **Weights:** Minimum: 27,780 lbs operating weight, 14,110 lbs front module and 13,670 lbs rear module.

Meets Specification: Yes ☒ No ☐

7.6 **Traction:** Minimum: 0-7.5 mph speed range, +/- 7 degree vertical oscillation, +/- 32 degree steering angle, and 36% theor. Gradeability.

Meets Specification: Yes ☒ No ☐

7.7 **Compaction:** Minimum: static linear load of 168 pli at rear drum and 163 pli at front drum, nominal amplitude .031" high and .012" low, vibration frequency high 4020 vpm and low 3060 vpm, centrifugal force per drum 38,025 lbs high and 24,300 lbs low and 238g water capacity under platform

Meets Specification: Yes ☒ No ☐

7.8 **Operation:** Minimum: forward/reverse levers with operator, digital control panel stays with operator at all times, automatic vibration control located on control panel, automatic water control (AWC), electric front/rear drum vibration shutoff, interlock shut down system, sprinkler timer for water system, spring loaded scraper bar with drain for spray system and four (4) nozzles mounted on top of bar for easy cleaning and changing, isolated shock mounted platform, seat to slide side to side and swivel 180 degrees, adjustable steering column, pressurized sprinkler system with backup system and emergency water spray button on F/R lever.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: _____

7.9 **Hydraulic System:** Minimum: Driving: axial piston pump with variable displacement and two (2) axial piston motors with variable displacement. Vibration: two (2) axial piston pumps with variable displacement and two (2) axial piston motors with constant displacement. Steering: gear pump with constant displacement. Service brake: hydrostatic in forward and reverse lever. Parking/Emergency brake: failsafe multidisc brake on both drums.

Meets Specification: Yes ☒ No ☐

7.10 **Control Panel:** Minimum: Engine oil gauge, hydraulic oil gauge, fuel level gauge, water level gauge, voltmeter, frequency meter, mat temperature indicator and potentiometer to pre-set maximum speed.

Meets Specification: Yes ☒ No ☐

7.11 **Standard Equipment:** Minimum: backup alarm, horn, hourmeter, master key, hydraulic pressure points, emergency stop, four (4) post ROPS and seatbelt/FOPS, attachment for lunch box, lockable panel cover, lockable engine hoods, working lights for ROPS, asphalt temperature meter, ignition key for start and 24V battery 45A alternator.

Meets Specification: Yes ☒ No ☐

7.12 **Operator Visibility:** Operator to have full visibility of area being compacted and of both drums. There shall be no water tanks on top of or in front/rear of roller.

Meets Specification: Yes ☒ No ☐

7.13 **Manuals:** Operators, parts, service/technical. One complete set of each.

Meets Specification: Yes ☒ No ☐

7.14 **Warranty:** One (1) year 100% parts and labor.

Meets Specification: Yes ☒ No ☐

8.0 UNIT BID PRICE:

Unit bid price, for one (1) new asphalt roller, as specified herein, FOB Fort Bend County, Texas:

$ 148,000.00 **/each**

Initials of Bidder: _____

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: _____

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd day of Feb, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and R.B. EVERETT & COMPANY
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tandem Asphalt Roller** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: DEAN HENDERSON, VICE PRESIDENT
Printed Name and Title

32E6

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.

DATE: February 5, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage
#2 09-032

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

COUNTY JUDGE
RECEIVED
FEB 06 2009

2-11-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Tabulation
Bid 09-037
Motor Grader

Recommendation: Mustang CAT for 2 units for total of $415,966.00
Funding: Road and Bridge 155611100 64000

Company	Unit Bid Price	Option 1: 12' long moldboard	Option 2: Accugrade ready	Option 3: 5 yr 7500 hr power train warranty
Mustang CAT Houston	$207,983.00 Cat 12M	$8,150.00	$20,750.00	$3,010.00
Equipment Support Services Houston	Disqualified: Did not meet specifications on items 7.2, 7.5, 7.6, 7.8, 7.9, 7.15, 7.17 and 7.18			
Romco Equipment Houston	No Bid			

AS PER ORIGINAL

3265

Fort Bend County, Texas
Invitation for Bid

Cat D11

Motor Grader
for Fort Bend County
BID 09-037

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-037
Motor Grader

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/21/08
Issued: 01/07/09

Vendor Information

Mustang Machinery Co. Ltd. dba Mustang CAT
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(713) 460-7222 — Telephone Number
(713) 690-2287 — Facsimile Number

Box 1373
Complete Mailing Address (for Correspondence)

Houston, TX 77251
City, State and Zip Code

Mustang CAT Box 4346, Dept. 144
Complete Remittance Address (if different from above)

Houston, TX 77210-4346
City, State and Zip Code

Leon Williams, Sales Representative
Authorized Representative and Title (printed)

lwilliams@mustangcat.com
Authorized Representative's Email Address

Leon Williams
Signature of Authorized Representative

Initials of Bidder: LW

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: _____

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: LW

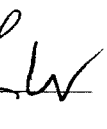
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: 

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: 

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: LW

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: JW

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: LW

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder:

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: 

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase one (1) or more new motor graders. Unit is to be furnished with standard equipment and accessories as listed in the manufacturer's printed literature for the model bid.

Initials of Bidder: LW

4.0 DELIVERY:

Delivery of equipment ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 GENERAL INFORMATION:

6.1 Unit will be utilized by the Fort Bend County Road and Bridge Department.

6.2 Published specifications must be available on unit bid.

6.3 Special manufactured machines are not acceptable.

6.4 ALL bidders may be required to demonstrate the make and model machine bid, prior to bid award, to ensure equipment meets or exceeds required specifications.

6.5 ALL bidders are required to employ local qualified servicemen to perform maintenance and/or repairs as required by the County.

6.6 ALL bidders are required to maintain replacement parts at a local warehouse.

7.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.**

7.1 **Make and Model:** Must be new, current model motor grader.

CATERPILLAR 12M

7.2 **Weight:** 34,000# minimum.

Meets Specification: Yes ☑ No ☐

Initials of Bidder: LW

7.3 **Engine:** Six cylinder diesel, 6.6 liter minimum, minimum of 158 HP in 1st gear, minimum 173 HP through 8 gears, engine compartment side doors and Tier III Certified.

Meets Specification: Yes ☑ No ☐

7.4 **Steering:** Hydraulic power steering with articulated frame steering.

Meets Specification: Yes ☑ No ☐

7.5 **Transmission:** Powershift with 8 forward and 6 reverse, direct drive, 5 working gears between 0-10 MPH.

Meets Specification: Yes ☑ No ☐

7.6 **Brakes:** Oil disc brakes on four wheels with a minimum braking surface of 3172 sq.in.

Meets Specification: Yes ☑ No ☐

7.7 **Circle:** Minimum 60" diameter, forged single piece with internal hardened teeth and replaceable wear inserts, capable of 360 degree rotation.

Meets Specification: Yes ☑ No ☐

7.8 **Draw Bar:** 3" thick solid steel bars fabricated into Y frame design.

Meets Specification: Yes ☑ No ☐

7.9 **Moldboard:** 14' long x 24" high, 7/8" thick with hardened side rails and replaceable bronze alloy wear strips top and bottom, side shift and tip control, throat clearance standard moldboard at least 4.6" with blade at 0 degree tip.

Meets Specification: Yes ☑ No ☐

7.10 **Tires:** 14.00Rx24 MX XGLA, MP Michelin on 10" 3 piece rims.

Meets Specification: Yes ☑ No ☐

Initials of Bidder: LW

7.11 **Cab:** Low profile sound suppressed ROPS cab with air conditioner, heat, defroster, windshield wipers and washers front and rear, turn signals, cab mounted work lights, rotating amber beacon light on top of cab, tach, speedometer, operators warning system, fuel gauge, water temperature gauge, engine oil gauge, hour meter gauge and air suspension seat.

Meets Specification: Yes ☑ No ☐

7.12 **Electrical:** 75 amp alternator, 24 volt direct electric start with 2 750 CCA maintenance free batteries, wiring to color coded and numbered.

Meets Specification: Yes ☑ No ☐

7.13 **Differential:** Lock, unlock, final drives to be Planetary design.

Meets Specification: Yes ☑ No ☐

7.14 **Mirrors:** two (2) outside mounted rear view.

Meets Specification: Yes ☑ No ☐

7.15 **Counterweight:** Front mounted push plate/counterweight minimum 2000#.

Meets Specification: Yes ☑ No ☐

7.16 **Ripper:** Rear mounted ripper with five (5) teeth.

Meets Specification: Yes ☑ No ☐

7.17 **Hydraulics:** Lines and valves to operate hydraulic functions. S.O.S. ports for oil sampling for engine hydraulic, transmission, coolant and fuel. Hydraulic pump to be closed center, variable displacement, load sensing minimum 51 gallon capacity. All implement hydraulic connections to have O-ring face seals for leak prevention.

Meets Specification: Yes ☑ No ☐

7.18 **Joysticks:** Two (2) to control speed, direction, drawbar, circle and moldboard funtions.

Meets Specification: Yes ☑ No ☐

Initials of Bidder: JW

7.19 **Vandalism protection package.**

Meets Specification: Yes ☑ No ☐

7.20 **Radio Ready:**

Meets Specification: Yes ☑ No ☐

7.21 **Manuals:** Operators, parts, service/technical. One complete set of each at time of delivery.

Meets Specification: Yes ☑ No ☐

7.22 **Demonstration:** May be required prior to award to assure equality and productivity.

Meets Specification: Yes ☑ No ☐

7.23 **Warranty:** Three (3) years, 100% parts and labor on entire machine.

Meets Specification: Yes ☑ No ☐

8.0 OPTIONAL WARRANTY:

Additional moldboard 12' long: $ 8,150.00

Accugrade ready: $ 20,750.00

5 year, 7500 hour power train warranty: $ 3,010.00

9.0 UNIT BID PRICE:

Unit bid price, for one (1) new motor grader, without options, as specified herein, FOB Fort Bend County, Texas:

$ 207,983.00

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: LW

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the ~~14th~~ 3rd day of ~~JAN.~~ Feb, 20 09, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and MUSTANG MACHINERY (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Motor Grader** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: LEON WILLIAMS SALES REP.
Printed Name and Title

32 E 7

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.

DATE: February 5, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage
#2 09-032

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

COUNTY JUDGE
RECEIVED
FEB 06 2009

2-11-09 orig. ret. to Cheryl at Purchasing

AS PER ORIGINAL

32E 7

Fort Bend County Tabulation
BID 09-038
Term Contract for Extended Drain Performance Multi-Grade Engine Oil

Term: 3 February 2009 through 30 September 2009

Recommendation:Certified Labs

5W-20		
Description	**Lawson Item #**	**Certified Labs Fulshear**
Per Gallon in 1 Gallon Pail	6662	$ 25.63
Per Gallon in 5 Gallon Pail	6663	$ 25.63
Per Gallon in 55 Gallon Drum	6664	$ 21.67
Per Gallon in 330 Gallon Tote	6665	$ 20.32
5W-30		
Description	**Lawson Item #**	**Certified Labs Fulshear**
Per Gallon in 1 Gallon Pail	6666	$ 25.63
Per Gallon in 5 Gallon Pail	6667	$ 25.63
Per Gallon in 55 Gallon Drum	6668	$ 21.67
Per Gallon in 330 Gallon Tote	6669	$ 20.32
10W30		
Description	**Lawson Item #**	**Certified Labs Fulshear**
Per Gallon in 1 Gallon Pail	6670	$ 25.63
Per Gallon in 5 Gallon Pail	6671	$ 25.63
Per Gallon in 55 Gallon Drum	6672	$ 21.67
Per Gallon in 330 Gallon Tote	6673	$ 20.32
15W40		
Description	**Lawson Item #**	**Certified Labs Fulshear**
Per Gallon in 1 Gallon Pail	6674	$ 25.63
Per Gallon in 5 Gallon Pail	6675	$ 25.63
Per Gallon in 55 Gallon Drum	6676	$ 21.67
Per Gallon in 330 Gallon Tote	6677	$ 20.32
Miscellaneous		
Description	**Lawson Item #**	**Certified Labs Fulshear**
Universal Flushing Oil per gallon	6678	$ 49.99
Oil Analysis Testing		No Charge
On Site Lubrication Training		No Charge
Maintenance Management Software		No Charge

Fort Bend County, Texas
Invitation for Bid

Term Contract for Extended Drain Performance Multi-Grade Engine Oil
for Fort Bend County
BID 09-038

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-038
Oil

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/28/08
Issued: 01/07/09

Vendor Information

Certified Labs Div of NCH corp
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-799-7031 281-346-1535
Telephone Number Facsimile Number

5311 Weyhill CT Fulshear, TX 77441
Complete Mailing Address (for Correspondence)

Fulshear, TX 77441
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Shea Holder Sales Representative
Authorized Representative and Title (printed)

holder79@hotmail.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: SH

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Term Contract for Extended Drain Performance Multi-Grade Engine Oil
BID 09-038

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Certified Labs Div of NCH corp
Legal Name of Contracting Company

Shea Holder
Contact Person

5311 Weyhill CT Fulshear, TX 77441
Complete Mailing Address

281-799-7031 — Telephone Number
281-346-1535 — Facsimile Number

holder79@hotmail.com
Email Address

Signature — Date: 1-9-08

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: SH

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: SH

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: SH

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: SH

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

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1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: SH

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: SH

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

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2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide extended drain performance multi-grade engine oil, which meets or exceeds the specifications contained herein.

Initials of Bidder: SH

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2009**, renewable annually for four (4) years (through 30 September 2013) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 GENERAL INFORMATION:

6.1 Bid price must include inside delivery to any department located within Fort Bend County.

6.2 Bid price is FOB Fort Bend County.

7.0 VENDOR SELECTION:

This contract will be awarded to the overall lowest bidder meeting specifications.

8.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

9.0 SPECIFICATIONS:

This standard is intended to specify the requirements necessary for ensuring proper engine maintenance and will be considered the mitigating factor in the selection and procurement process of an extended drain performance multi-grade engine oil and accompanying product and service contributions.

Referenced Documents

- ASTM D 2270 Viscosity Index
- ASTM D 5293 Viscosity by Cold Cranking Simulator
- ASTM D 4683 Viscosity at High Shear Rate and High Temperature
- ASTM D 2896 Total Base Number (TBN)
- ASTM D 5158 Sulfur, Phosphorous/Zinc Content
- ASTM D 874 Sulfated Ash Content

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- FTM 203C Stable Pour Point
- ASTM D 3945 Shear Stability Index
- ASTM D 92 Flash Point
- API Service Classification: CJ-4, CI-4, CI-4 Plus, CH-4 Plus, CH-4, and SM for gasoline engines
- ACEA E&-04 (2004)
- MIL-PRF-2104G, CID-A-A-52306A and CID-A-A-52039B
- Mack EO-O Premium Plus
- MTU Type 2
- MAN 3275
- Caterpillar ECF-1-A, ECF-2, ECF-3
- CES 20081
- Renault RVI RLD-3
- Daimler Chrysler MB228.31, MB228.3
- Detroit Diesel DDC 93K218
- Volvo VDS-4

9.1 Advanced Performance Multi-Grade Engine Oil: The product shall be used for all construction engine oil applications for protection against deposit formation, oil breakdown, parts wear, and loss of compression.

9.1.1 Performance Ingredients: The product must contain all of the following ingredients in order to be considered.

9.1.1.1 Synthetic Blend Base Oil: Delivers greater lubrication protection and resists oxidation to extend service life.

9.1.1.2 Acid Neutralizers: Prevents formation of sulfuric acid and sludge.

9.1.1.3 Detergents: Minimizes carbon and soot formation at high temperatures.

9.1.1.4 Anti-Wear Additives: Reduces metal-to-metal contact under heavy loads and extreme pressures.

9.1.1.5 Friction Reducers: Plates high friction surfaces (hot spots) such as valve trains, rocker arms, rings, and cylinder liners with a barrier film that prevents two-surface wear and reduces operating temperatures.

9.1.1.6 Dispersants: Prevents build-up of soot, carbon, varnish, sludge, and gum to keep engine surfaces cleaner and compression levels high.

9.1.1.7 Oxidation Inhibitors: Extends oil service life by retarding the oxidation process.

9.1.1.8 Rust and Corrosion Inhibitors: Shields internal engine surfaces from corrosive acids and water contaminants to prevent chemical wear; provides excellent protection for copper-lead bearings.

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9.1.1.9 Pour Point Depressants: Increases low temperature flowability and prevents oil thickening.

9.1.1.10 Viscosity Index Improvers: Maintains full viscosity over a wider temperature range to ensure full protection in fluctuating conditions; eliminates the need to switch oil grades in different seasons.

9.1.1.11 Oil Soluble Synthetic Molybdenum Compound: Plates onto the metal to provide exceptional wear protection.

9.1.1.12 Anti-Foam Additives: Reduces foam formation to minimize pressure levels and provide uniform lubrication.

9.1.1.13 Oil Soluble Molybdenum Compound that plates onto the metal surfaces and extend operating life of oil and components.

9.1.2 Test Criteria and Performance Requirements: To ensure that the supplied product contains the prescribed additives package and that said additives are in the necessary concentrations to provide the required benefits, all proposed products must meet the following test criteria and performance requirements. All of the tests described below must be carried out and the values must fall within the prescribed limits.

9.1.2.1 Viscosity – Tests used to determine the viscosity of an engine oil and the stability of viscosity due to temperature changes.

9.1.2.1.1 Viscosity Index: ASTM D 2270 measures the variation in kinematic viscosity due to changes in temperature. The higher the number, the better. 5W20 10W30 grade engine oil must have a viscosity index of at least 125; 15W40 grade engine oil must have a viscosity index of at least 130.

9.1.2.1.2 Viscosity by Cold Cranking Simulator: ASTM D 5293 measures the apparent viscosity of the oil at cold temperatures; the results are related to the cranking characteristics of the oil. The lower viscosity reading, the better: 5W20: 5300 cP -30°C, 5W30: 6100 cP -30°C, 10W30: 6700 cP -25°C, 15W40: 5910 cP -20°C

9.1.2.1.3 Viscosity at High Shear Rate and High Temperature: ASTM D 4683 mimics conditions encountered in the bearings of automotive engines in severe service; 150°C: 10W30: 3.56cP, 15W40: 4.32cP.

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9.1.2.2 Engine Oil Contents – Tests used to quantify specific contents of engine oil.

9.1.2.2.1 Total Base Number (TBN): ASTM D 2896 measures the engine oil's ability to neutralize acid formation; the higher the TBN, the better. TBN for 5W20 and 5W30 should be 6 or greater. The TBN for 10W30 and 15W40 should be 12 or greater.

9.1.2.2.2 Sulfur, Phosphorous/Zinc Content: ASTM D 5158 measure the amount of additive elements, wear metals, and contaminants in lubricating oils. Phosphorous and zinc are part of an anti-wear package; a higher percentage is better. 10W30 and 15W40 grade engine oils should have a phosphorous content of greater than 0.10% and zinc content greater than 0.12%.

9.1.2.2.3 Sulfated Ash Content: ASTM D 874 measures the amount of sulfated ash from unused lubricating oils containing additives; the less amount of sulfated ash, the better. 5W20 and 5W30 grade oils should have sulfated ash of less than 0.80% and 10W30 and 15W40 grade engine oils should have sulfated ash less than 1.4%.

9.1.2.3 Fluidity – Tests used to determine the flowability of engine oil at various temperatures. Stable Pour Point: FTM 203C measures the lowest temperature at which movement of the fluid is observed; the lower the pour point, the better utility the fluid has for certain applications at low temperatures: 5W20 & 5W30: -30°F, 10W30 & 15W40: -20°F

9.1.2.4 Shear Stability – Tests used to determine stability of engine oil in high-shear conditions. Shear Stability Index: ASTM D 3945 measures the percent viscosity loss at 100°C of polymer-containing fluids when evaluated by using the Fuel Injector Shear Stability Test (FISST); the less viscosity loss, the better: 10W30: 10.45 cSt, 15W40: 12.87 cSt

9.1.2.5 Safety Precautions – Tests used to determine the safety characteristics of engine oil.

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9.1.2.5.1 Flash Point: ASTM D 92 measures the lowest temperature at which application of the test flame causes the vapors above the surface of the liquid to ignite. The higher the temperature, the safer the oil. 10W30 and 15W40 grade engine oils should have a flash point higher than 405°F.

9.1.3 OEM Specification and Viscosity Requirements: The engine oil shall be made available in two multi-grade viscosities of 5W20, 5W30, 10W30 and 15W40. Multi-grade viscosities provide a wider operating temperature range and eliminate need to switch oil grades in different seasons.

The engine oil shall be made available in 15W40 and meet the following OEM specifications:

- API Service Classification: CJ-4, CI-4, CI-4 Plus, CH-4 Plus, CH-4, and SM for gasoline engines
- ACEA E&-04 (2004)
- MIL-PRF-2104G, CID-A-A-52306A and CID-A-A-52039B
- Mack EO-O Premium Plus
- MTU Type 2
- MAN 3275
- Caterpillar ECF-1-A, ECF-2, ECF-3
- CES 20081
- Renault RVI RLD-3
- Daimler Chrysler MB228.31, MB228.3
- Detroit Diesel DDC 93K218
- Volvo VDS-4

9.1.4 Packaging Requirements: The product will be made available in quarts, 1 gallon, 5 gallon, 55 gallon, and 330 gallon containers in DOT approved packaging with directions for use and all necessary safety precautions.

9.2 Engine Maintenance with a System Purge: The provider of engine oil should also make available an engine System Purge to be used in four stroke and two stroke diesel or gasoline engines. This equipment flushing oil shall be used at least every 3rd oil change to flush and clean the engine of dirt, carbon, gum and varnish deposits. The engine System Purge shall clean the system to allow it to run more efficiently, save energy, and reduce wear to prevent downtime and parts replacement and will not harm seals or gaskets. The System Purge shall have a treatment rate of 1 part System Purge to 10 parts engine oil and the equipment shall have the ability to be in full operation during treatment. The System Purge shall be allowed to circulate 30 minutes to 1 hour in fleet vehicles, and 1 to 2 hours in heavy equipment before draining and refilling with fresh engine oil. The product shall not contain solvents, acids; caustics are any materials that would

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create the potential for hazardous waste in the waste stream upon flushing.

9.3 Engine Oil Testing: Engine oil testing will be carried out at no additional charge by the supplier on a routine basis to establish the following:

- Wear Metal Concentration: Copper, Iron, Chrome, Lead, Aluminum, Silicon, Molybdenum, Sodium, Magnesium, Tin
- Oil Additives: Zinc, Potassium, Phosphorus, and Calcium
- Oil Condition: Soot, Oxidation, Nitration, Sulfur Products, Oil Viscosity, Total Acid Number, Total Base Number
- Contamination Tests: Water, Fuel, and Antifreeze
- Large Particle Detection

Test results will be made available to the lubrication team along with written maintenance recommendations from a recognized oil-testing laboratory.

9.4 Value Added Contributions: The supplier must be able to readily supply the following value added contributions at no additional cost:

9.4.1 On-Site Lubrication Training for general lubrication, grease lubrication and application, gear and transmission lubrication, hydraulic fluid, motor oil, oil analysis training and inventory management and tagging products and suggested procedures.

9.4.2 Internet Based Equipment Maintenance Management Software: The application should allow the user to:

- Manage Equipment Costs
- Schedule unlimited maintenance procedures and work orders on a daily, weekly, monthly, quarterly or annual basis
- Track fuel delivery and usage
- Manage equipment inventory
- Create and manage work orders
- Track and Analyze equipment and part service, reliability and failure history.
- Analyze historical maintenance issues and predict future events
- Locate maintenance, equipment or part "hotspots"
- Net Based accessible from any computer at any time
- Three levels of administrative access provides control on information

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9.4.3 Plant Survey & Inventory Consolidation Recommendations to include:

- Equipment Efficiency Audits
- Reliability Performance Assessments
- Lubrication Equipment Assessments

9.4.4 Value Recognition Reports.

- Reliability reports and cost reduction based on analysis of downtime, labor costs, parts replacements as it relates to products and services provided by lubricant and supplies.

10.0 PRICING:

Pricing for items must meet specifications above.

5W20	**Bid Price**
1 gallon containers	$25.63/gl
5 gallon pails	$25.63/gl
55 gallon drums	$21.67/gl
330 gallon tote	$20.32/gl

5W30	**Bid Price**
1 gallon containers	$25.63/gl
5 gallon pails	$25.63/gl
55 gallon drums	$21.67/gl
330 gallon tote	$20.32/gl

10W30	**Bid Price**
1 gallon containers	$25.63/gl
5 gallon pails	$25.63/gl
55 gallon drums	$21.67/gl
330 gallon tote	$20.32/gl

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15W40	**Bid Price**
1 gallon containers	$ 25.63 /gl
5 gallon pails	$ 25.63 /gl
55 gallon drums	$ 21.67 /gl
330 gallon tote	$ 20.32 /gl
Universal Flushing Oil	$ 49.99 /gl
Oil Analysis (Testing)	$ No charge /each
On Site Lubrication Training	$ No charge /each
Maintenance Management Software	$ No charge /each

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

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RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd day of Feb., 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Certified Labs
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Extended Drain Performance Multi-Grade Engine Oil** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 20 09.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: [signature]
Signature of Contractor

By: Shea Holder sales representative
Printed Name and Title

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

33A

Date Submitted: January 27, 2009 — Submitted By: Scott Wieghat

Department: Road & Bridge

Court Agenda Date: February 03, 2009 — Phone Number: 281-238-3607

SUMMARY OF ITEM: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $943.50 to G&K Services for items that were purchased on invoice that were not part of the buy board contract

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO X☐

FINANCIAL SUMMARY:

Road and Bridge, Operating

BUDGETED ITEM: YES ☐ NO X☐

FUNDNG SOURCE: Accounting Unit:155611100 Account Number: 63600
Activity (If Applicable): R&B 40210

DESCRIPTION OF LAWSOM ACCOUNT: operating supplies

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:

☐	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)
☐	[illegible]	[illegible]	☐	[illegible]	[illegible]

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

Accounting Unit (9 digit)
155611100
Account (5 digit)
63600
Grants & Projects (If needed)
Activity
R&B
Account Category
40210

Vendor #	11091	
Vendor Name		
G&K		
Address		
7355 Denny Street		
City		
Houston		
State	Zip Code	Date
Texas	77040	01/27/09

Invoice #/Invoice Date/Desc	Amount
1165593504 dated 11/25/08	8.99
1165606032 dated 12/9/08	22.25
1165599747 dated 12/2/08	912.26
Items were purchased on invoice that were not	
part of the buy board contract.	
	Total 943.50

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Paid

Authorized Department Approval

Treasurer's Register Stamp and Number

AGENDA ITEM

33B

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 28, 2009	**Submitted By: Scott Wieghat**
	Department: Road & Bridge
Court Agenda Date: February 03, 2009	**Phone Number: 281-238-3607**

SUMMARY OF ITEM: Take all appropriate action for County Judge to approve and sign reclaimation documents (2) for release of debris sites for T.F.R. Enterprises. Inc. contingent on TCEQ approval.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO X☐

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

DESCRIPTION OF LAWSOM ACCOUNT: operating supplies

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:

☐	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):

2-6-09 orig. ret. to Scott at Road & Bridge

T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

MEMORANDEM FOR THE RECORD

Mr. Marc S. Grant
Road Commissioner
Fort Bend County Road & Bridge
PO Box 148
Richmond, TX 77406
281-342-4513

Re: Emergency Debris Management Services – Hurricane Ike – Site Reclaimation

As of today January, 24, 2009, Mr. Marc Grant, on behalf of Fort Bend County, Texas, has reviewed the temporary disposal sites located in Fort Bend County: Fairgrounds TDRS, Missouri City TDRS, and Needville TDRS, used for the Debris Removal Project (Hurricane IKE) referred to above. It is herein agreed that the site reclaimation has been completed by the contractor, T.F.R. Enterprises, Inc., in accordance with the contract requirements.

Signed

Fort Bend County, Texas
By:

(signature)

February 3, 2009

Robert Hebert, County Judge
(print name)

T.F.R. Enterprises, Inc
By:

(signature)

(print name)

601 LEANDER DRIVE • LEANDER, TX 78641 •
TEL 512/260-3322 • FAX 512/528-1942

T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

MEMORANDEM FOR THE RECORD

Airport TDRS

Re: Emergency Debris Management Services – Hurricane Ike – Site Reclaimation

As of today January, 27, 2009, _____, on behalf of _____, has reviewed the temporary disposal sites located on _____ in Fort Bend County Texas, used for the Debris Removal Project (Hurricane IKE) referred to above. It is herein agreed that the site reclaimation has been completed by the contractor, T.F.R. Enterprises, Inc., in accordance with the contract requirements.

Signed

Fort Bend County, Texas
By:

(signature)

February 3, 2009

Robert Hebert, County Judge
(print name)

T.F.R. Enterprises, Inc
By:

(signature)

(print name)

601 LEANDER DRIVE ▪ LEANDER, TX 78641 ▪
TEL 512/260-3322 ▪ FAX 512/528-1942

AGENDA ITEM 34

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office 34

Date Submitted: January 28, 2009	**Submitted By: Milton Wright**
	Department: Sheriff's Office
Court Agenda Date: February 3, 2009	**Phone Number: (281) 341-4700**

SUMMARY OF ITEM: Take appropriate action to temporarily convert (4) Patrol positions to fill slots in the Cadet Trainee Academy. Due to there being (4) eligible applicants and (17) vacant positions in Patrol. The Academy begins on Monday, February 2, 2009. The slot numbers are:

636 ; 637 ; 638 ; 639

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

List Supporting Documents Attached: *None needed.*

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:

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DISTRIBUTION:

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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):

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 3rd day of February, 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 Patterson and seconded by Commissioner Meyers, duly put and carried, it is ordered that the bills be approved in the amount up to $2,792,027.20 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for February 3, 2009

Except as indicated all checks will be released after Commissioners' Court on February 3, 2009

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/03/2009	2M BUSINESS PRODUCTS, INC	5,228.94	54,385.39	
02/03/2009	A M AUTOMOTIVE	150.00	2,975.00	
02/03/2009	ABLE TIRE CO-HOUSTON	1,584.00	5,046.77	
02/03/2009	ACCESSIBLE DESIGN SOLUTIONS	1,210.00	1,210.00	
02/03/2009	ACETYLENE OXYGEN COMPANY	42.67	1,031.34	
02/03/2009	ACS STATE HEALTHCARE, LLC	10.00	300.50	
01/29/2009	ADAMS, WILLIAM K	5.00		Note: 1
02/03/2009	ADVANCE SAFE AND LOCK	31.43	1,422.96	
02/03/2009	ADVANCE'D TEMPORARIES, INC	17,203.02	316,374.16	
02/03/2009	ADVANT TECH SOLUTION	76.00	27,497.88	
02/03/2009	AETNA LIFE INSURANCE COMPANY	1,430.26	2,144.87	
02/03/2009	AIRGAS HOUSTON	1,429.40	5,737.56	
01/30/2009	ALABAMA CHILD SUPPORT	207.86		Note: 2
02/03/2009	ALAMO IRON WORKS, INC	115.96	4,336.38	
02/03/2009	ALCOCER, MANUELA	487.50	9,082.50	
02/03/2009	ALL OUT OFF ROAD	100.00	200.00	
02/03/2009	ALLIED TUBE & CONDUIT	16,578.00	40,668.00	
02/03/2009	AMBIT ENERGY L P	116.68	1,673.81	
02/02/2009	AMEGY BANK NA	10.00		Note: 1
02/03/2009	AMERICAN ASSOCIATION	383.76	1,701.97	
02/03/2009	AMERICAN HAT COMPANY	303.00	603.00	
02/03/2009	AMERICAN MESSAGING SERVICES	162.64	2,823.12	
02/03/2009	AMERICAN PLANNING ASSOCIATION	28.00	463.00	
02/03/2009	AMERICAN RED CROSS	249.95	400.95	
02/03/2009	AMERICAN TIRE DISTRIBUTORS INC	2,131.25	20,796.36	
02/03/2009	ANGELINA COUNTY AUDITOR	580.56	900,715.56	
02/03/2009	AQUA MAKER, LLC	49.95	306.36	
02/03/2009	ARAMARK UNIFORM SERVICES, INC	95.07	1,305.87	
02/03/2009	ARMET, JAMES	350.00	810.00	
02/03/2009	ARZU, FRANCES	4,313.00	9,265.00	
02/03/2009	AT & T	74,442.29	478,008.84	
02/03/2009	AUTO TRUCK APPRAISERS, INC	95.00	1,834.00	
02/03/2009	AUTOARCH ARCHITECTS LLC	11,028.00	32,778.00	
02/03/2009	AVES AUDIO VISUAL SYSTEMS, INC	123.00	3,098.00	
02/03/2009	AVIA PARTNERS	51,873.61	245,012.56	
02/03/2009	BAILES, RICHARD	7.46	156.05	
02/03/2009	BAKER DISTRIBUTING COMPANY LLC	82.80	598.67	
02/02/2009	BANK OF AMERICA NA	7.00		Note: 1
02/03/2009	BATCHAN, JOHN W JR	1,100.00	15,850.00	
02/03/2009	BAYMONT INN	174.63	174.63	
02/03/2009	BECERRA, COLGIN AND PERWIN	1,765.92	17,577.36	
02/03/2009	BILLY'S PLUMBING, INC	241.58	241.58	
02/03/2009	BISON PROFAB	1,252.00	10,229.12	
01/29/2009	BLACKMON MOORING OF HOUSTO	24,000.00		Note: 1
02/03/2009	BLANKENSHIP, JACQUELINE	550.00	1,150.00	
02/03/2009	BLUE CROSS AND BLUE SHIELD	2,618.70	5,601.11	
02/03/2009	BLUES POLICE NEWSPAPER	175.00	350.00	
02/03/2009	BOND, RANDY	12.70	394.49	
02/03/2009	BONURA, KAREN	31.35	31.35	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/03/2009	BOOKER, KEYSHA L	475.00	15,612.50	
02/03/2009	BOON-CHAPMAN BENEFIT	1,992.00	1,006,680.98	
02/03/2009	BORREGO, CAROL	43.78	649.83	
01/29/2009	BOSKER, BRET A	20.00		Note: 1
02/03/2009	BOUND TREE MEDICAL LLC	11,665.02	104,858.12	
01/29/2009	BRAKE, RACHEL	14,387.09		Note: 1
02/03/2009	BRAUN, JEFF	6.00	596.18	
02/03/2009	BRAZORIA CO ALCHOLIC RECOVERY	13,334.00	52,097.00	
02/02/2009	BRAZOS BEND GUARDIANSHIP S	500.00		Note: 1
02/03/2009	BRENHAM WHOLESALE GROCERY CO	163.40	83,427.52	
02/02/2009	BRICE VANDER LINDEN & WERN	11.00		Note: 1
01/30/2009	BRIDGES, JESICA	92.31		Note: 2
02/03/2009	BRINGOL, KAREN	34.15	34.15	
02/03/2009	BRODART CO	40,819.67	137,046.08	
01/29/2009	BROUSSARD,COLLIS A.,JR.	38.00		Note: 1
02/03/2009	BROWN & ASSOC MEDICAL LABS	765.38	3,829.06	
02/03/2009	BRUNNER, SCOTT	9.40	9.40	
02/03/2009	BRYANT, KEN	4,800.00	30,950.00	
02/03/2009	BURNETT, SHEILA	1,150.00	9,375.00	
02/03/2009	C & E PRODUCTS INC	202.40	202.40	
02/03/2009	CALIBRE PRESS	182.75	182.75	
02/03/2009	CALVIT, MICHAEL	37.02	55.45	
02/03/2009	CANTU, SYNTHIA S	192.00	672.00	
02/02/2009	CARL LEE & COSELLI PC	25.00		Note: 1
02/03/2009	CARPENTER, SCOTT W.	26.89	154.81	
02/03/2009	CARTER, WILLIAM A, III	249.78	701.79	
02/03/2009	CARTER-BURGESS, INC	55,619.42	157,486.31	
02/03/2009	CCH INCORPORATED	3,523.65	3,523.65	
02/03/2009	CDW GOVERNMENT, INC	2,320.00	10,006.00	
02/03/2009	CEASER, KENDRIC	673.00	15,753.00	
02/03/2009	CENTERPOINT ENERGY	691.26	18,975.94	
02/03/2009	CENTERPOINT ENERGY ENTEX	473.87	162,040.80	
02/03/2009	CENTRAL HARDWARE NO 2, LLC	87.15	6,107.03	
02/03/2009	CHAMPION FASTENER AND	77.40	4,813.63	
02/03/2009	CHEN CHRIS X MD	6.55	32.75	
02/03/2009	CHERUBINI, OLIVE	795.00	795.00	
01/30/2009	CHILD SUPPORT SPECIALISTS,	80.76		Note: 2
02/03/2009	CHILDERS, CAROLYN J	47.97	255.45	
02/03/2009	CHOICEPOINT SERVICES INC	100.00	400.00	
02/03/2009	CHUN SHEN LIM	396.00	396.00	
02/03/2009	CINCO MUD 12	226.00	1,383.15	
02/03/2009	CINGULAR WIRELESS	1,958.78	62,652.92	
02/03/2009	CITY OF RICHMOND	150.00	312,095.10	
02/03/2009	CITY OF ROSENBERG	1,208.85	111,984.47	
02/03/2009	CITY OF SUGAR LAND	350.88	179,361.18	
02/03/2009	CLEAR CREEK WATERSHED	2,545.00	2,545.00	
02/03/2009	CLM EQUIPMENT CO, INC	291.31	2,310.93	
02/03/2009	CNA SURETY	64.75	419.75	
02/03/2009	COASTAL BUTANE SERVICE CO	1,530.00	7,021.00	
02/03/2009	COLEMAN, PRISCILLA	17.59	17.59	
02/02/2009	COMMERCIAL STATE BANK OF E	5.00		Note: 1
01/30/2009	COMMONWEALTH OF MASSACHUSE	407.50		Note: 2
02/03/2009	COMPEAN, YVONNE D	61.50	718.50	
02/03/2009	COOK'S CORRECTIONAL KITCHEN	253.91	253.91	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/02/2009	CORNERSTONE MORTGAGE COMPA	11.00		Note: 1
02/03/2009	CORPORATE EXPRESS IMAGING	1,455.65	28,111.04	
02/03/2009	CORPORATE OUTFITTERS	6,884.00	33,849.00	
02/03/2009	COUNCIL OF STATE GOVERNMENTS	7,021.38	7,021.38	
02/02/2009	COURTHOUSE INFO	70.00		Note: 1
02/03/2009	COVER ONE	167.48	167.48	
02/03/2009	COX, JOE	296.64	379.59	
02/03/2009	COX, LEE D	8,365.00	12,777.50	
02/03/2009	CRUICKSHANK, JOHN	600.00	1,150.00	
02/03/2009	D AND L PROPANE	150.00	150.00	
02/03/2009	D AND S TRUCK PARTS	572.60	4,362.41	
02/03/2009	DA MID SOUTH	480.00	42,265.29	
01/29/2009	DALLAS COUNTY CONST PCT 1	60.00		Note: 1
01/29/2009	DALLAS COUNTY CONST PCT 5	190.00		Note: 1
02/03/2009	DAMON FARM & RANCH	2,300.00	26,329.65	
02/03/2009	DAVIS BROTHERS AUTO SUPPLY	322.12	4,988.29	
02/03/2009	DECATUR ELECTRONICS, INC	3,295.00	4,890.00	
02/03/2009	DELEON, MISTY	52.80	107.79	
02/03/2009	DELL MARKETING L.P.	3,280.55	318,482.94	
02/03/2009	DENNIS, KATHRYN	950.00	1,775.00	
02/02/2009	DEPARTMENT OF STATE HEALTH	366.00		Note: 1
02/02/2009	DIAZ, MICHAEL C	712.50		Note: 1
02/03/2009	DICK'S AUTO ELECTRIC	249.00	1,856.00	
02/03/2009	DIRECT ENERGY, L P	1,333.53	10,840.70	
02/03/2009	DITTERT RUBBER STAMP, LTD	185.85	1,777.64	
02/03/2009	DOGGETT, STEPHEN A	2,612.50	69,997.97	
02/03/2009	DOLPHIN ENVIRONMENTAL	520.00	1,164.00	
02/03/2009	DOUBLETREE HOTEL-AUSTIN	586.50	700.35	
02/03/2009	DRURY INN	97.75	1,434.71	
02/03/2009	DUNBAR ARMORED, INC	11,755.37	58,934.90	
01/30/2009	EDFUND-ACCOUNTS RECEIVEABL	182.46		Note: 2
01/29/2009	EDWARDS, DAMON	110.00		Note: 1
02/03/2009	EKPIN, INEMESIT	198.00	259.65	
02/03/2009	ELDRIDGE, THOMAS	137.50	137.50	
02/03/2009	EMBROIDEME	356.25	14,437.75	
02/03/2009	ENCHANTED GARDENS NURSERY	132.30	3,730.75	
02/02/2009	ENCORE BANK	9.00		Note: 1
02/03/2009	ENTERPRISE RENT A CAR	1,450.05	5,601.69	
02/03/2009	ESCOBAR, MARIA TERRI	402.60	402.60	
02/03/2009	ESP OFFICE SOLUTIONS, LLC	1,060.00	105,989.39	
01/30/2009	FAMILY SUPPORT REGISTRY	139.96		Note: 2
02/03/2009	FASTENAL COMPANY	31.06	147.78	
01/30/2009	FBC WORK/COMP FUND 402	846.32		Note: 2
02/02/2009	FIDELITY NATIONAL BANK	5.00		Note: 1
02/03/2009	FINNEGAN AUTO LP	624.04	1,243.06	
02/02/2009	FIRST AMERICAN TITLE COMPA	6.00		Note: 1
02/02/2009	FIRST COMMUNITY BANK	5.00		Note: 1
02/03/2009	FLEET SAFETY EQUIPMENT, INC	1,268.16	64,639.77	
02/03/2009	FLOWERS BAKING COMPANY	948.36	15,141.03	
02/03/2009	FORT BEND BATTERY/GOLF CARTS	2,207.70	4,750.19	
02/03/2009	FORT BEND BODY SHOP	1,146.63	41,405.60	
02/03/2009	FORT BEND CO MUSEUM ASSOC	31,250.00	75,000.00	
01/30/2009	FORT BEND COUNTY CHILD SUP	166.36		Note: 2
02/02/2009	FORT BEND COUNTY CLERK	2,545.50		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
01/30/2009	FORT BEND COUNTY DEPUTY	2,503.60		Note: 2
01/29/2009	FORT BEND COUNTY DISTRICT	471.50		Note: 1
02/03/2009	FORT BEND HERALD	172.80	4,307.34	
02/03/2009	FORT BEND HYDRAULICS INC	1,514.16	13,832.73	
02/03/2009	FORT BEND MECHANICAL, LTD	7,641.50	63,429.52	
02/03/2009	FORT BEND REGIONAL COUNCIL ON	12,761.00	139,037.00	
02/03/2009	FORT BEND SERVICES, INC	180.25	721.00	
02/03/2009	FRAZER, LTD	547.27	84,344.06	
02/03/2009	FUEL MANAGEMENT SOLUTIONS	713.00	713.00	
02/02/2009	FULLENWEIDER WILHITE	5.00		Note: 1
02/03/2009	G AND K SERVICES	6,196.63	30,261.09	
02/03/2009	GARCIA, BOBBIE C.	151.25	253.63	
02/03/2009	GATES, CAROLYN L	308.80	3,441.24	
02/03/2009	GAYLORD BROS, INC	416.80	3,557.81	
02/03/2009	GEOSHACK SPECTRA LASER	95.00	307.50	
02/03/2009	GEXA ENERGY CORP	150.00	974,848.19	
02/03/2009	GIANNINI, NINA	262.11	511.23	
02/03/2009	GLOBAL EQUIPMENT COMPANY	838.55	1,330.40	
02/03/2009	GLOBAL GOVT EDUCATION	1,781.00	29,232.92	
02/03/2009	GLOBALSTAR, LLC	72.65	1,198.68	
02/03/2009	GOLLAHER, KAREN, PSY D	2,290.00	8,940.00	
02/03/2009	GRAINGER	2,249.20	25,374.22	
02/03/2009	GRECO & ASSOCIATES	2,075.00	2,075.00	
02/03/2009	GREYHOUND LINES INC	47.80	47.80	
02/02/2009	GRIFFIN LAW FIRM PLLC	5.00		Note: 1
02/02/2009	GRISHAM, MARK	475.00		Note: 1
02/03/2009	GULF COAST PAPER COMPANY	4,640.46	53,398.50	
02/03/2009	GULF COAST STABILIZED MATERIAL	3,390.38	13,062.54	
02/03/2009	H.E.B GROCERY CO	6,712.54	11,098.73	
02/03/2009	HALL, KEVIN M	350.00	16,387.50	
02/03/2009	HALL, MINDY	79.50	7,050.72	
02/03/2009	HAMPTON INN, INC.	187.20	187.20	
02/03/2009	HARRIS COUNTY - J I M S	35.00	250,845.57	
01/29/2009	HARRIS COUNTY CONST PCT 1	300.00		Note: 1
01/29/2009	HARRIS COUNTY CONST PCT 7	150.00		Note: 1
02/03/2009	HAYS COUNTY TREASURER	29,220.00	98,460.00	
02/03/2009	HECKER, DON A	840.00	33,197.00	
02/02/2009	HEGAR, JOE	5.00		Note: 1
01/30/2009	HEITKAMP, WILLIAM E	1,832.83		Note: 2
02/03/2009	HELENA CHEMICAL COMPANY	984.00	12,000.00	
02/02/2009	HERNANDEZ, MARIA	246.00		Note: 1
02/03/2009	HIGH QUALITY CLEANING SERVICES	5,208.00	26,194.65	
02/03/2009	HILL, DONALD	7.46	28.71	
02/03/2009	HILTON PALACIO DEL RIO	661.97	661.97	
02/03/2009	HLAVINKA EQUIPMENT COMPANY	210.05	1,788.59	
02/02/2009	HOEVELER, DONALD JAMES	475.00		Note: 1
02/03/2009	HOKE, DANNY L	1,275.00	2,550.00	
02/03/2009	HOLLOMAN, GEORGE	41.07	68.42	
02/03/2009	HOME DEPOT CREDIT SERVICES	3,429.63	24,964.65	
02/03/2009	HOTSTICK USA INC	5,350.00	5,350.00	
02/03/2009	HOUSTON BUSINESS JOURNAL	94.00	94.00	
02/03/2009	HOUSTON FREIGHTLINER, INC	576.38	6,827.16	
02/03/2009	HOUSTON MEDICAL TESTING	1,245.00	17,154.00	
01/28/2009	HOUSTON TOWER JOINT VENTUR	37,015.00		Note: 4

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/02/2009	HOWARD, RICHARD LEE	950.00		Note: 1
02/02/2009	HUGUES WATTERS & ASKANASE	110.00		Note: 1
02/03/2009	HWE ACQUISITIONS	1,504.31	11,125.89	
02/03/2009	HYSECO, INC.	3,268.20	7,919.89	
02/03/2009	IBM CORPORATION	17,658.00	35,316.00	
02/03/2009	IMPRESSIVE PRINTING	12.50	18,532.10	
02/03/2009	INGRAM LIBRARY SERVICES	142.45	49,383.72	
02/03/2009	INSURANCE INFORMATION EXCHANGE	326.00	3,359.55	
01/30/2009	INTERNAL REVENUE SERVICE	994,320.50		Note: 2
02/03/2009	JACKSON, CALVIN C	600.00	5,237.50	
02/03/2009	JAKUBIK JR., EMIL	39.00	39.00	
02/03/2009	JAMES PUBLISHING, INC	97.94	1,231.16	
02/03/2009	JANSSEN, GARY D	627.76	1,105.78	
02/03/2009	JOHNSON LANDSCAPE SERVICES	4,266.99	49,822.48	
02/03/2009	JONES MCCLURE PUBLISHING	260.00	2,064.00	
02/02/2009	JONES, BETTY JOE	475.00		Note: 1
02/03/2009	JONES, TENNILLE	15.95	691.52	
01/28/2009	JUROR PAYMENTS - TOTAL	16,292.00		Note: 4
01/29/2009	JUROR PAYMENTS - TOTAL	1,056.00		Note: 4
02/03/2009	K AND N MOBILE DISTRIBUTION	5,703.38	5,703.38	
02/03/2009	KACAL, JOE	158.02	671.81	
01/29/2009	KADLEC,SHANE R	8.00		Note: 1
02/03/2009	KEY MAPS, INC	191.68	1,158.49	
02/03/2009	KINDELL, MARILYNN	42.65	681.38	
02/03/2009	KNOWLES PUBLISHING, INC.	90.60	186.60	
02/03/2009	KRASNY, FRED	825.00	825.00	
02/03/2009	LAMAR-CALDER PARTNERS	4,668.00	18,672.00	
02/02/2009	LANGLAIS, ANITRIA ALEMAR	475.00		Note: 1
02/02/2009	LAW OFFICE OF DALE A DOSSE	25.00		Note: 1
02/02/2009	LAW OFFICE OF JAY A TAYLOR	24.00		Note: 1
02/02/2009	LAW OFFICES OF DAVID HARBE	5.00		Note: 1
02/03/2009	LAWRENCE MARSHALL CHEVROLET	233.70	5,146.88	
02/03/2009	LAWRENCE MARSHALL FORD MERCURY	1,947.78	16,489.37	
02/03/2009	LEAVEY, DEBBIE	2,833.33	14,526.44	
02/03/2009	LEGAL DIRECTORIES PUBLISHING	79.50	448.50	
02/02/2009	LOHMANN GLAZER & IRWIN LLP	10.00		Note: 1
02/03/2009	LONE STAR UNIFORMS, INC	231.85	78,694.20	
02/03/2009	LONGORIA, MARTA	350.00	350.00	
02/02/2009	LOWE, IRMA	217.00		Note: 1
02/03/2009	LOWE'S HOME CENTER	41.71	7,204.05	
02/02/2009	LRA SOLUTIONS INC	29.00		Note: 1
02/03/2009	LUDWIG, CHRIS	987.00	4,139.50	
02/03/2009	M FOX CURL & ASSOCIATES, PC	2,035.00	5,065.00	
02/03/2009	MACINTYRE, VIRGINIA	855.00	855.00	
02/03/2009	MANATRON, INC	768.58	261,623.28	
02/03/2009	MARK'S PLUMBING PARTS	65.03	2,571.70	
02/03/2009	MARTIN, MELISSA	2,100.00	5,437.50	
01/30/2009	MATAGORDA COUNTY CHILD SUP	120.00		Note: 2
02/03/2009	MC MEANS, JEFFREY A	275.00	8,238.00	
02/03/2009	MCCLURE, GLEN E	875.00	4,700.00	
02/03/2009	MCCOLLUM, TYRA JONES	197.10	197.10	
02/03/2009	MERIDIAN RESOURCE COMPANY LLC	431.95	431.95	
01/30/2009	METLIFE	263.05		Note: 2
02/03/2009	MEYERS, W. A. (ANDY)	513.68	1,953.91	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/03/2009	MIDDLETON, TRACY	300.00	3,755.00	
02/03/2009	MOBILE MODULAR MANAGMENT CORP	812.00	6,396.52	
02/02/2009	MOODY NATIONAL BANK	10.00		Note: 1
02/03/2009	MOORE MEDICAL LLC	57.00	30,959.71	
02/03/2009	MORGAN, ESTELLA	779.73	779.73	
02/03/2009	MORGAN, VICTORIA	36.00	240.00	
02/03/2009	MORRISON, RICHARD	346.89	346.89	
02/03/2009	MORSE, RANDALL W.	688.14	1,146.41	
02/03/2009	MOTEN, LINDA	38.25	38.25	
02/03/2009	MSC INDUSTRIAL SUPPLY CO, INC	6.19	7,999.22	
02/03/2009	MUELLER WATER CONDITIONING	885.00	3,460.00	
02/03/2009	MUSTANG TRACTOR & EQUIPMENT CO	155.34	62,202.93	
02/03/2009	MYERS TIRE SUPPLY	311.24	1,122.79	
02/03/2009	NAPA AUTO PARTS	294.06	9,204.11	
02/03/2009	NASSIF, MICHAEL	275.00	13,875.00	
02/03/2009	NATIONAL ASSOC OF PROBATION	250.00	250.00	
01/30/2009	NATIONAL BOND AND TRUST CO	1,970.13		Note: 2
02/03/2009	NATIONAL FIRE PROTECTION	546.93	1,684.43	
01/30/2009	NATIONWIDE RETIREMENT SOLU	16,817.57		Note: 2
02/02/2009	NETWORK FUNDING LP	5.00		Note: 1
01/30/2009	NEW MEXICO CHILD SUPPORT	166.79		Note: 2
02/03/2009	NEXTEL COMMUNICATIONS	11,181.57	122,796.62	
02/03/2009	NGUYEN, TRUNG	13.20	13.20	
02/02/2009	NICHOLAS, DOUGLAS W	712.50		Note: 1
02/03/2009	NIGHTINGALE ADULT DAY CENTER	260.00	820.00	
02/03/2009	NJOKU, MICHAEL N	1,200.00	29,932.50	
01/30/2009	NORTH CAROLINA CHILD SUPPO	47.08		Note: 2
02/03/2009	NUMERO UNO	520.00	4,285.36	
02/03/2009	OAKBEND MEDICAL CENTER	18,131.13	142,271.20	
02/03/2009	OFFICE DEPOT, INC	3,415.63	133,841.12	
01/30/2009	OHIO CHILD SUPPORT	302.23		Note: 2
02/03/2009	OMNI AUSTIN HOTEL DOWNTOWN	182.85	731.40	
02/03/2009	OMNI HOTEL - SAN ANTONIO	1,190.88	1,372.01	
02/03/2009	ONSITEDECALS.COM	2,235.00	14,391.51	
02/03/2009	ORDONEZ, CONRADO, M.C., P.A.	349.13	349.13	
02/03/2009	O'REILLY AUTO PARTS	285.30	5,368.07	
02/03/2009	ORLOV, ALEXANDER DO, PA	162.00	352.77	
02/03/2009	OVERHEAD DOOR CO OF HOUSTON	510.00	12,783.88	
02/03/2009	OZARKA	727.04	8,296.99	
02/03/2009	PAPPAS, SHELLEY	101.20	943.88	
02/03/2009	PATTERSON, JAMES	211.28	1,459.51	
01/30/2009	PEAKE, DAVID G TRUSTEE	1,954.61		Note: 2
02/03/2009	PERCEPTIVE SOFTWARE INC	103,565.00	111,040.00	
02/03/2009	PEREZ- JARAMILLO, MAGGIE	3,231.25	26,747.50	
02/03/2009	PEREZ, BEATRICE	550.00	550.00	
02/03/2009	PEREZ, JOSEPHINE M	150.00	150.00	
02/03/2009	PETE, VELMA	150.00	150.00	
02/03/2009	PHAMATECH, INC	2,869.00	25,358.00	
02/03/2009	PHARMACY PLUS, INC	126.05	1,099.31	
02/03/2009	PIKETT, KEITH	375.00	1,875.00	
02/02/2009	PREMIER LENDER SERVICES LL	10.00		Note: 1
02/03/2009	PREMIUM FOODS	918.00	40,682.97	
02/03/2009	PROFESSIONAL SERVICE	678.00	14,383.25	
02/03/2009	PROSPERITY BANK	29,087.39	74,520.54	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/03/2009	PUBLIC RISK MANAGEMENT ASSOC	350.00	350.00	
02/03/2009	PUMP & POWER EQUIPMENT LP	1,173.00	1,173.00	
02/03/2009	QUEST DIAGNOSTIC	42.74	1,409.93	
02/03/2009	RADISSON HOTEL & SUITES-AUSTIN	1,504.20	1,504.20	
02/02/2009	RAMOS, JOSE C	475.00		Note: 1
02/03/2009	RAY GLASS COMPANY INC	183.28	6,299.55	
02/02/2009	RAY JACKSON PC	9.00		Note: 1
02/03/2009	RECORDED BOOKS, LLC	2,690.60	19,320.30	
02/03/2009	RELIANT ENERGY RETAIL SERVICES	7,577.73	145,338.09	
02/03/2009	REPROGLE, STEVEN	138.62	423.28	
02/03/2009	REYNOLDS, RICHARD BENTON	950.00	3,450.00	
02/03/2009	RICHMOND STATE SCHOOL	70.52	70.52	
02/03/2009	RIVAS, RAQUEL	8.51	52.32	
01/29/2009	ROBINS, DAVID MARSH	47.00		Note: 1
02/03/2009	ROCHESTER MIDLAND	1,154.40	4,644.00	
02/03/2009	RODRIGUEZ, W TROY DDS	5,000.00	10,000.00	
02/03/2009	ROSENBERG TRACTOR	1,308.00	22,822.92	
02/03/2009	ROTHMAN, KAREN ROMEO	507.00	15,671.00	
02/03/2009	ROY, LAURENCE GIRAUD	245.30	739.74	
02/03/2009	RURAL TRASH SERVICE INC	120.00	600.00	
02/03/2009	SAFETY-KLEEN CORPORATION	243.27	973.08	
02/03/2009	SALCEDA, ALBERTO G	350.00	5,385.00	
02/03/2009	SAM HOUSTON STATE UNIVERSITY	675.00	675.00	
02/03/2009	SAN ANTONIO MARRIOTT RIVERWALK	683.57	683.57	
02/03/2009	SANTOS, ROBERT L	1,300.00	12,322.00	
02/03/2009	SCHAEFER, NINA	450.00	12,172.50	
02/03/2009	SCOTT, DARRYL	24.20	68.08	
01/30/2009	SECURITY BENEFIT LIFE INS	17,626.07		Note: 2
02/03/2009	SETH W SILVERMAN MD, PA	5,000.00	18,675.00	
02/03/2009	SHAW, RUBY	2,490.00	37,855.00	
02/03/2009	SHELTON, PAULETTE	112.31	2,160.32	
02/03/2009	SHERWIN WILLIAMS CO	614.90	1,627.47	
02/03/2009	SHOPPA'S FARM SUPPLY INC	420.04	17,323.01	
02/03/2009	SIGN DESIGNS	25.00	25.00	
02/03/2009	SIMPLEX GRINNELL LP	600.00	21,013.98	
02/02/2009	SMART FINANCIAL CU	15.00		Note: 1
02/03/2009	SMITH, PHEOBE S	9,687.50	19,281.25	
02/03/2009	SMITHERS, DONALD LEE	25.30	1,324.79	
02/03/2009	SOPAKCO INC /PACKAGING	735.57	735.57	
02/03/2009	SOUTHWEST MOWER SERVICE CENTER	524.50	11,981.08	
02/03/2009	SPENCER, OSHEA	50.81	139.39	
02/03/2009	STAR VIDEO PRODUCTIONS	310.00	3,190.00	
02/03/2009	STAT CARE OF TEXAS PA	642.47	7,153.06	
02/03/2009	STATE BAR OF TEXAS	75.00	1,945.00	
01/30/2009	STATE OF LOUISIANA	441.66		Note: 2
02/03/2009	STEELE, CORINNA	562.50	31,060.15	
02/03/2009	STERICYCLE, INC	46.61	6,038.00	
02/03/2009	STOA INTERNATIONAL ARCHITECTS	19,785.71	25,772.67	
02/03/2009	STOTTS, JILL	64.45	1,212.87	
02/02/2009	SUBWAY REAL ESTATE CORP	9.00		Note: 1
02/03/2009	SUGAR CREEK COUNTRY CLUB	300.00	828.82	
02/03/2009	SUMRALL, CINDY	43.95	109.34	
02/03/2009	SUNBELT RENTALS INC	209.79	209.79	
01/29/2009	SUSSER PETROLEUM COMPANY L	45,907.63		Note: 3

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/02/2009	SWANNIUTT, MARY	44.00		Note: 1
02/03/2009	SWIFT SOLUTIONS	550.00	550.00	
02/03/2009	T A C A	320.00	320.00	
02/03/2009	TARGET BANK	2,567.00	15,770.64	
02/03/2009	TARMAC MATERIALS, LLC	89.66	327,211.37	
01/29/2009	TARRANT COUNTY CONST PCT 6	50.00		Note: 1
02/02/2009	TAYLOR, BRIAN W	4,950.00		Note: 1
02/03/2009	TAYLOR, EARNEST B	60.00	198.00	
02/03/2009	TECH DEPOT	121.74	47,612.39	
02/03/2009	TERRY, T K	998.75	22,623.75	
01/30/2009	TEXAS COUNTY & DISTRICT	642,612.42		Note: 2
01/30/2009	TEXAS DEPT OF CRIMINAL JUS	210.65		Note: 2
02/03/2009	TEXAS DEPT OF CRIMINAL JUSTICE	25.00	12,290.25	
02/03/2009	TEXAS DISTRICT AND COUNTY	530.00	5,861.00	
01/30/2009	TEXAS GUARANTEED STUDENT	146.74		Note: 2
02/03/2009	TEXAS LAWYER	99.00	298.00	
02/02/2009	TEXAS LONE STAR TITLE	8.00		Note: 1
02/03/2009	TEXAS MARKING PRODUCTS, INC	28.32	1,995.46	
02/03/2009	TEXAS STATE UNIVERSITY	25.00	350.00	
02/03/2009	TEXAS TRANSPORTATION INSTITUTE	600.00	1,350.00	
02/03/2009	TEXAS WELDERS SUPPLY CO, INC	576.91	4,232.25	
01/30/2009	THE HARTFORD	1,311.00		Note: 2
02/03/2009	THE HEITMAN COMPANY, INC	650.00	3,467.96	
02/02/2009	THE HOLOWAY JONES LAW FIRM	9.00		Note: 1
02/03/2009	THYSSENKRUPP ELEVATOR CORP	1,134.00	14,248.24	
02/03/2009	TOMLINSON JR., HOWARD	18.77	18.77	
02/03/2009	TORRES, AMY M	204.00	2,106.00	
02/03/2009	TOUCHY, HUGO	567.41	1,672.95	
02/03/2009	TPHA/VITAL STATISTICS	175.00	735.00	
02/03/2009	TRAILBLAZER HEALTH ENTERPRISES	303.92	1,975.45	
02/03/2009	TRAILER WHEEL & FRAME CO	7,989.00	7,989.00	
02/03/2009	TRAVIS COUNTY CLERK	3,005.00	13,895.00	
01/29/2009	TRAVIS COUNTY CONST PCT 5	195.00		Note: 1
02/03/2009	TRAYWICK, JESSE	151.00	151.00	
02/02/2009	TREECE LAW FIRM	15.00		Note: 1
02/03/2009	TU, PAUL	1,632.50	19,627.50	
01/30/2009	TX ATTORNEY GENERALS OFFIC	25,149.26		Note: 2
02/03/2009	TXU ENERGY	1,013.60	28,823.17	
01/30/2009	U S DEPARTMENT OF EDUCATIO	316.01		Note: 2
02/03/2009	UNITED HEALTHCARE INSURANCE CO	2,912.00	5,024.71	
01/30/2009	UNITED WAY OF THE TEXAS GU	435.74		Note: 2
02/02/2009	UNIVERSAL LAND TITLE OF NO	19.00		Note: 1
02/02/2009	UNIVERSAL LAND TITLE OF TE	10.00		Note: 1
02/03/2009	UNIVERSAL LIGHTS, INC	1,245.00	1,397.00	
02/03/2009	UNIVERSITY OF TEXAS AT AUSTIN	1,470.00	3,792.00	
02/02/2009	UPF SERVICES LLC	10.00		Note: 1
02/03/2009	VALIKONIS, STEVEN W	225.00	1,275.50	
02/03/2009	VENZA, JOHN	200.00	7,400.00	
02/03/2009	VERIZON WIRELESS	403.56	14,780.37	
02/03/2009	VICKERS, BERNICE	795.00	795.00	
02/02/2009	VICKI L PINAK ATTORNEY AT	65.00		Note: 1
02/03/2009	VIDOR, WILLIAM	546.47	546.47	
02/02/2009	VIEWPOINT BANK	8.00		Note: 1
02/03/2009	VINSON & ELKINS	17,500.00	17,500.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2009 Payments	
02/03/2009	VINSON, CELENA	68.95	68.95	
02/03/2009	VULCAN MATERIALS COMPANY	935.10	935.10	
02/03/2009	WAGNER, MARY ANGELA	114.40	114.40	
02/03/2009	WAL-MART PHARMACY 546	993.99	24,087.39	
02/03/2009	WATTERSON, VICTORIA	9.40	19.40	
02/03/2009	WCA WASTE CORPORATION	475.67	2,770.60	
02/03/2009	WEBB, FRANK	800.00	1,600.00	
02/02/2009	WELLS FARGO HOME MORTGAGE	5.00		Note: 1
01/30/2009	WHARTON COUNTY CHILD	161.54		Note: 2
02/03/2009	WHITFIELD, EULA GRAY	72.12	72.12	
02/02/2009	WHITSITT, STEPHANIA PRATT	282.50		Note: 1
02/03/2009	WHITT, KENNETH J	60.00	1,032.00	
02/03/2009	WILLIAMS, RODNEY	22.69	22.69	
02/03/2009	WILLIAMS, SHARON	150.00	150.00	
02/03/2009	WINDSTREAM	743.30	24,077.97	
02/02/2009	WMC MORTGAGE LLC	8.00		Note: 1
02/03/2009	WOOD, HARRIS S, JR	200.00	3,150.00	
02/03/2009	WORLD BOOK, INC	10,160.00	20,896.00	
02/03/2009	WORLDWIDE DIRECTORY PRODUCTS	94.74	94.74	
02/02/2009	WOSNITZKY, MARGIE	475.00		Note: 1
02/03/2009	YELDERMAN FAMILY LIMITED	400.00	2,000.00	
		2,792,077.20		

Note: Checks released prior to 2/3/09 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $55,015.57
(2): Payroll and Employee Benefits Payments of $1,710,833.01
(3): Time Sensitive Payments $45,907.63
(4): Juror Payments of $17,348.00
(5): Toll Road Payments of $37,015.00

3746

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ORDER AUTHORIZING SETTLEMENT OF CLAIMS

On this 3rd day of February, 2009, the Commissioners Court of Fort Bend County, Texas, being convened at a regular meeting of the Court, sitting as the governing body of Fort Bend County, upon motion of Commissioner Patterson, seconded by Commissioner Meyers, duly put and carried, IT IS HEREBY ORDERED that:

The County Attorney is hereby authorized to negotiate the complete terms and provisions for the full and final settlement of Civil Action No. H-08-2399 in the United States District Court for the Southern District of Texas, Houston Division, styled *Qiana Nelson; Renee Nelson; and Colette Nelson vs. The County of Fort Bend, Texas; David Craven; and Robert Pelton.*

The County Judge is hereby authorized to execute and deliver the settlement agreement recommended for approval by the County Attorney in Civil Action No. H-08-2399 pending in the United States District Court for the Southern District of Texas, Houston Division, *Qiana Nelson; Renee Nelson; and Colette Nelson vs. The County of Fort Bend, Texas; David Craven; and Robert Pelton*, and to approve such terms and provisions for the full and final settlement of all claims set forth therein. However, such settlement agreement shall never be construed as an admission of liability on the part of FORT BEND COUNTY and/or its successors and assigns, or any of its current or former officers and employees, and/or its, his, her, or their agents, servants, successors, assigns, heirs, executors, administrators, or other persons, firms, corporations, associations or partnerships, by whom any alleged liability is expressly denied, since said settlement agreement is in compromise of doubtful and disputed claims.

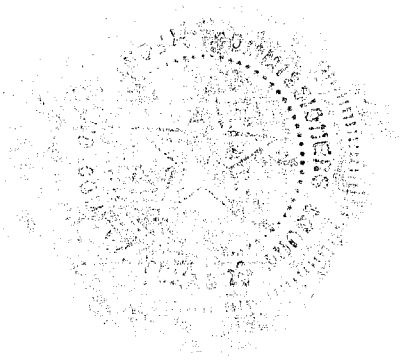
2-4-09 orig. ret. to Laura at Co. Attorneys

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk



Property Acquisition Services, Inc.

February 9, 2009

Parcel 7

Feb. 3 court
AGENDA ITEM
#37 B 3)

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Greenbusch Project - Parcel 7 – Kristi Halphen

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Shelly
for Mark Davis
Project Manager

Enclosures

Approved as to form by the FBC Atty's office 2/13/09

2-13-09 Copy received

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	February 9, 2009
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$11,799.00**
Description:	**Parcel 7**- Kristi Halphen .132 acre in George Cartwright Survey, Abstract # 149, Fort Bend County, TX
Comments:	

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: Shelly for Mark Davis

AS PER ORIGINAL

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT THE UNDERSIGNED, **KRISTI HALPHEN**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of ELEVEN THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS ($11,799.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession,

AS PER ORIGINAL

lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2009.

_____

By: Kristi Halphen

Greenbusch Project
Parcel 7

AS PER ORIGINAL

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by Kristi Halphen.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

Greenbusch Project
Parcel 7

AS PER ORIGINAL

EXHIBIT "A"

PARCEL 7

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.132 ACRE (5,739 SQUARE FEET) SITUATED IN THE
GEORGE CARTWRIGHT SURVEY, ABSTRACT NUMBER 149,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.132 acre (5,739 square feet) of land situated in the George Cartwright Survey, Abstract Number 149, Fort Bend County, Texas, and being out and a part of a called 30.071 acre tract conveyed to Kristi Halphen by deed recorded under County Clerk's File Number 2002126882, dated November 8, 2002, of the Official Records of Fort Bend County, Texas. Said 0.132 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the southwesterly right-of-way (R.O.W.) line of Greenbusch Road (100 feet wide as monumented) for the east corner of Restricted Reserve "A" of Mills Pointe Subdivision, a subdivision of record at Plat Number 20040090 of the Fort Bend County Plat Records, said point located in the northwest line of said 30.071 acre tract;

THENCE, North 42°55'14" East, along the southwesterly R.O.W. line of said Greenbusch Road and the northwest line of said 30.071 acre tract, a distance of 10.00 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the **POINT OF BEGINNING** and the westerly corner of the herein described tract;

THENCE, North 42°55'14" East, along the southwesterly R.O.W. line of said Greenbusch Road and the northwest line of said 30.071 acre tract, a distance of 10.00 feet to a 5/8-inch iron rod found in the southwesterly R.O.W. line of said Green-Busch Road (80 feet wide as monumented at this point)and marking the northerly corner of the herein described tract;

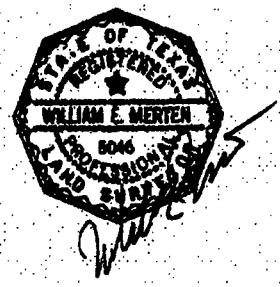
THENCE, South 47°17'33" East, along the southwesterly right-of-way line of said Greenbusch Road, a distance of 506.56 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set in the northwesterly line of a called 22.05 acre tract conveyed to Katy Oaks Properties, LLC, by deed recorded under County Clerk's File Number 1999100448, dated November 12, 1999, of the Official Records of Fort Bend County, Texas, and marking the easterly corner of the herein described tract;

THENCE, South 43°08'51" West, along the northwest line of said 22.05 acre tract and the southeasterly line of said 30.071 acre tract, a distance of 12.66 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the southerly corner of the herein described tract;

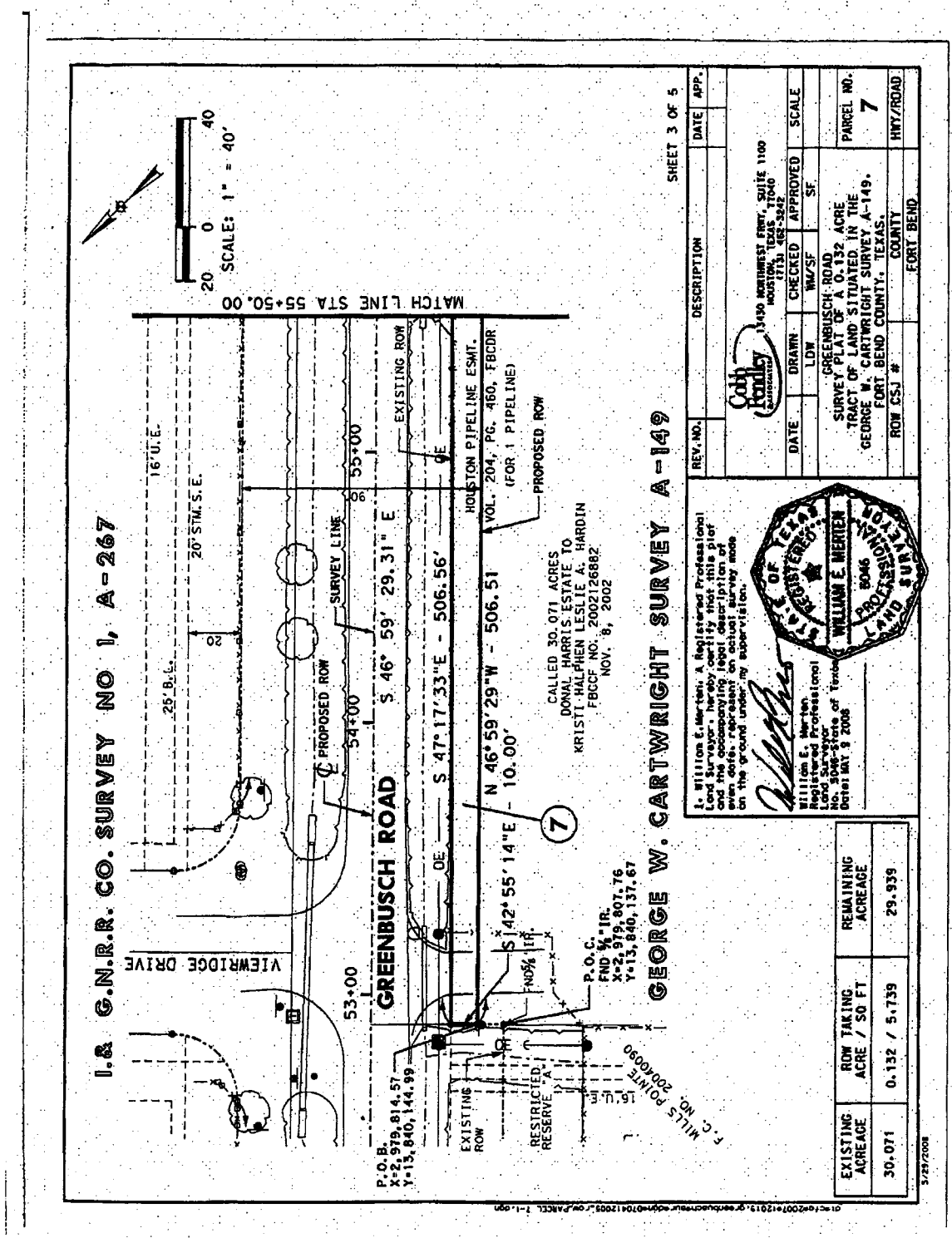
THENCE, North 46°59'29" West, over and across said 30.071 acre tract, a distance of 506.51 feet to the **POINT OF BEGINNING** and containing 0.132 acre (5,739 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

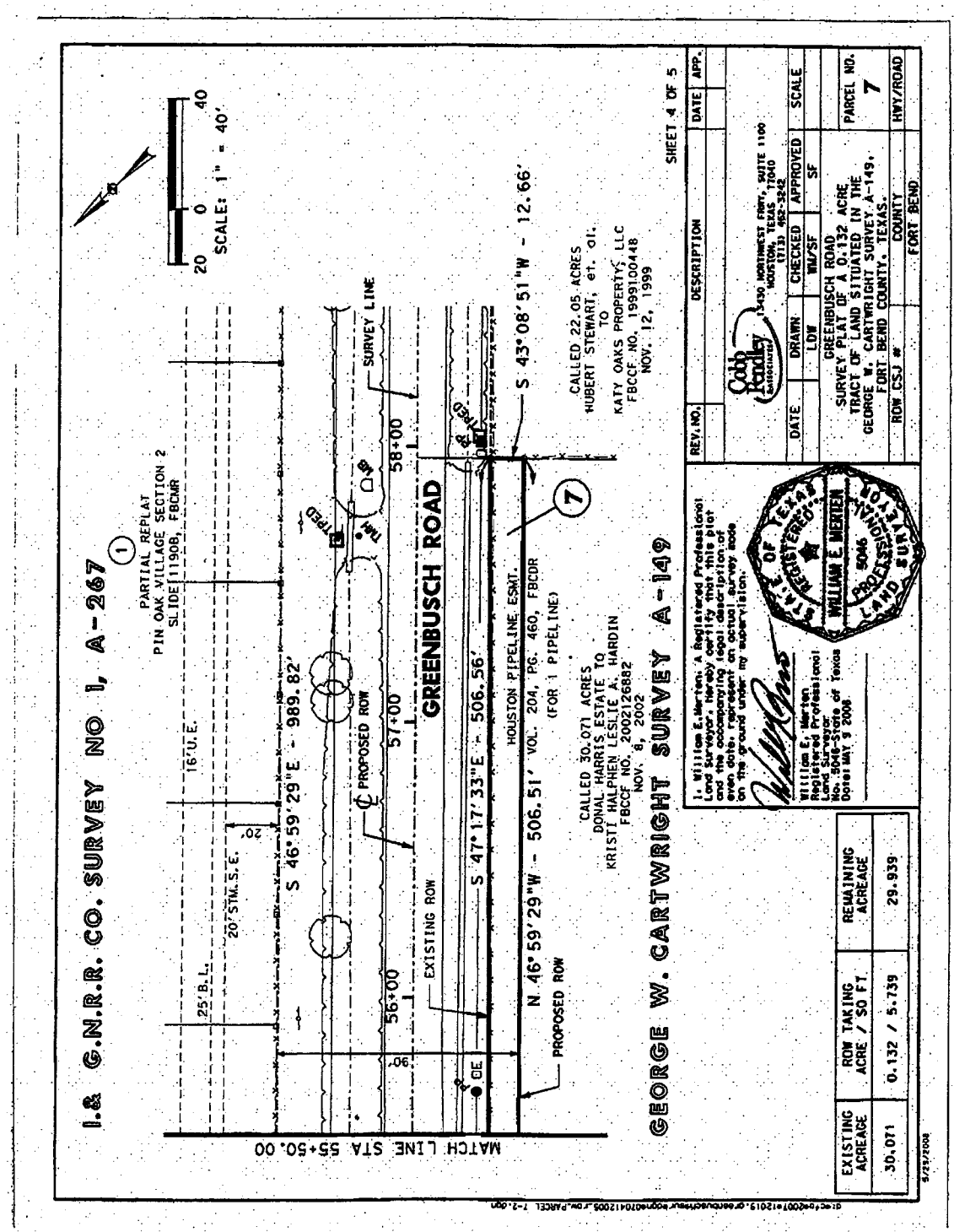
Job No. 0412-005-02
May 9, 2008



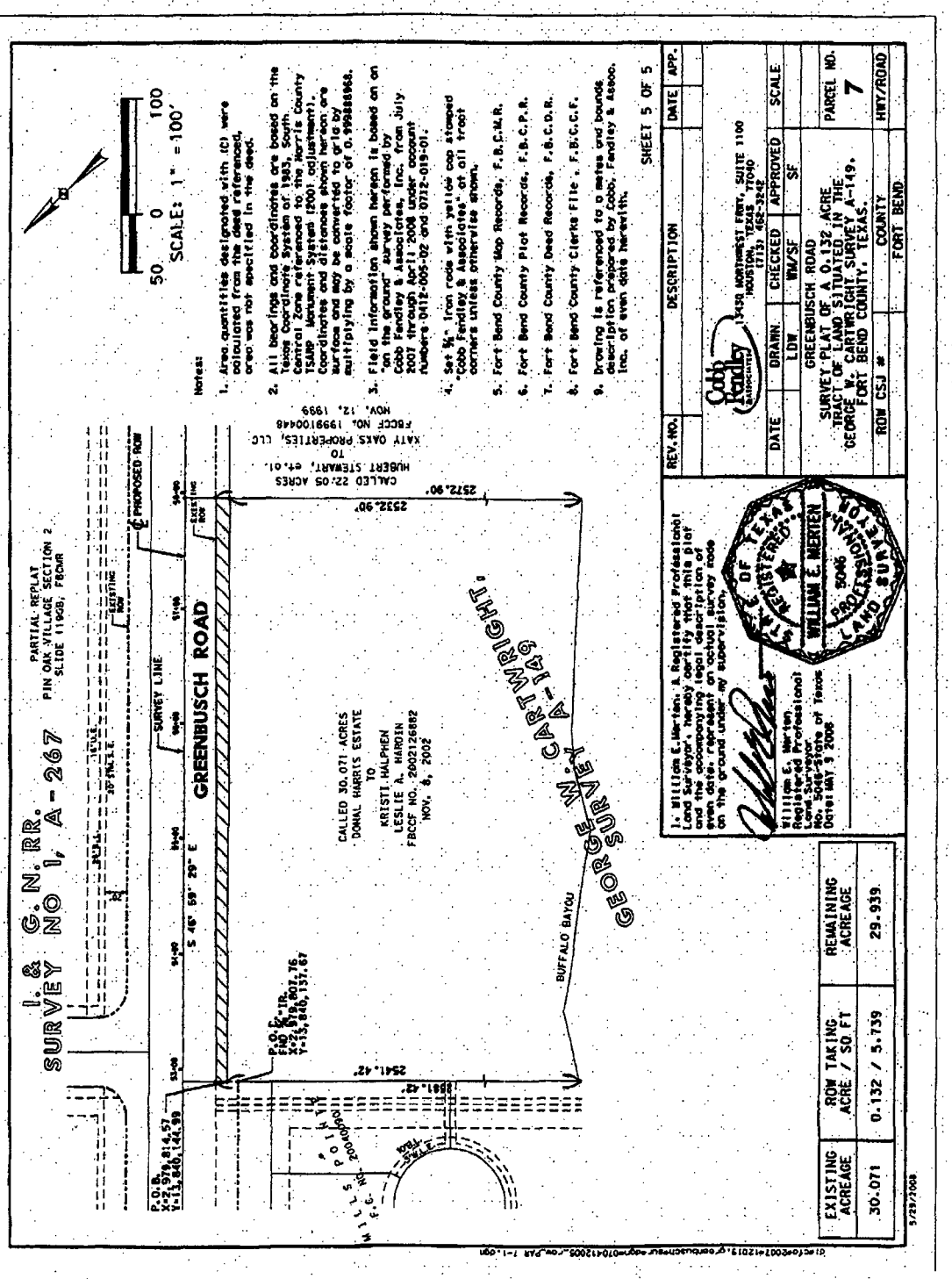
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A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08300609	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: FORT BEND COUNTY

ADDRESS: 19855 Southwest Frwy., Ste.200, Sugar Land, Texas 77479

E. NAME OF SELLER: Kristi Halphen

ADDRESS: 2503 Braer Ridge Road, Katy, Texas 77494 SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.132 George Cartwright Survey, Abstract No. 149
Fort Bend County, Texas
Parcel 7

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	11,799.00	401. Contract sales price	11,799.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	600.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	12,399.95	420. GROSS AMOUNT DUE TO SELLER:	11,799.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	12,399.95	601. Gross amount due to seller(line 420)	11,799.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	12,399.95	603. CASH [X TO] [FROM] SELLER:	11,799.00

File 08300609

L. SETTLEMENT CHARGES

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $ @ % =		
Division of Commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.		
801. Loan Origination fee %		
802. Loan Discount %		
803. Appraisal fee to		
804. Credit Report to		
805. Lender's inspection fee to		
806. Mortgage Insurance application fee to		
807. Assumption Fee to		
808. Commitment Fee to		
809. FNMA Processing Fee to		
810. Pictures to		
811. to		
812. to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.		
901. Interest from to @$ /day		
902. Mortgage insurance premium for mo. to		
903. Hazard insurance premium for yrs. to		
904. Flood Insurance yrs. to		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance mo.@$ per mo.		
1002. Mortgage insurance mo.@$ per mo.		
1003. City property taxes mo.@$ per mo.		
1004. County property taxes mo.@$ per mo.		
1005. Annual assessments (Maint.) mo.@$ per mo.		
1006. School Property Taxes mo.@$ per mo.		
1007. Water Dist. Prop. Tax mo.@$ per mo.		
1008. Flood Insurance mo.@$ per mo.		
1009. Aggregate Accounting Adjustment		
1100. TITLE CHARGES:		
1101. Settlement or closing fee to		
1102. Abstract or title search to STEWART TITLE COMPANY	150.00	
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to John K. Tyler	50.00	
1106. Notary fee to		
1107. Attorney's fee to		
(includes above items No.:		
1108. Title insurance to STEWART TITLE COMPANY	243.00	
(includes above items No.:)		
1109. Lender's coverage $		
1110. Owner's coverage 11,799.00 $ 243.00		
1111. Escrow fee to		
1112. Restrictions to		
1113. Messenger Fee/Document Delivery to STEWART TITLE COMPANY	20.00	
1114. to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed $ 44.00 Mrtg $ Rel. $ 24.00	68.00	
1202. City/county tax/stamps: Deed $ Mrtg $		
1203. State tax/stamps: Deed $ Mrtg $		
1204. Tax certificates to STEWART TITLE COMPANY	64.95	
1205. to		
1206. State of Texas Policy Gty Fee to STEWART TITLE POLICY GUARANTY FEE	5.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. to		
1304. to		
1305. to		
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)	600.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08300609

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
Kristi Halphen

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge
2-13-09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ Date: _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300609;

Brief Description of Property:

PARCEL NO. 7 - 0.132 acre tract, (5,739 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of February 13, _____, 2009.

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

AS PER ORIGINAL

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300609 – Parcel 7

Brief Description of Property - 0.132 acre tract, (5,739 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: **FT. BEND COUNTY**

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge 2-13-09

Seller(s):

By : _____
Kristi Halphen

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 08300609

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: 2-13-09

Judge Robert E. Hebert
Fort Bend County Judge

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300609 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Kristi Halphen
2503 Braer Ridge Road
Katy, Texas 77494

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property:

PARCEL NO. 7 - 0.132 acre tract, (5,739 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $11,799.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

SELLER (S)

By: _____
Kristi Halphen

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300609

Brief Description of Property:

PARCEL NO. 7 - 0.132 acre tract, (5,739 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Kristi Halphen
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax Identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

SELLER(S)

By: _____
Kristi Halphen

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2009.

_____
Notary Public in and for
The State of Texas

Property Acquisition Services, Inc.

March 9, 2009

Feb. 3 2009 Parcel 19
AGENDA ITEM
#37 B 3)

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Greenbusch Project - Parcel 19 – International Church of the Foursquare Gospel, a California nonprofit corporation

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

for Mark Davis
Project Manager

Enclosures

Approved as to form by FBC Atty's Office 3/10/09

3-12-09 copy received

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	March 9, 2009
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$112,639.45**
Description:	**Parcel 19**- International Church of the Foursquare Gospel 0.4828 acres, G. Cartwright Survey, A-149
Comments:	

PLEASE RETURN CHECK TO PAULETTE BATTS

_____

Requested By: Shelly for Mark Davis

AS PER ORIGINAL

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT THE UNDERSIGNED, **INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California nonprofit corporation**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED FORTY FOUR AND 50/00 DOLLARS ($111,544.50) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not

AS PER ORIGINAL

limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

EXECUTED this _____ *day of* _____, 2009.

INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL,
a California nonprofit corporation

_____
By

_____
Printed Name

_____
Title

AS PER ORIGINAL

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by _____ the _____ of INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California nonprofit corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

AS PER ORIGINAL

EXHIBIT "A"

PARCEL 19

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.4828 ACRE (21,031 SQUARE FEET) SITUATED IN THE
GEORGE CARTWRIGHT SURVEY, ABSTRACT NUMBER 149,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.4828 acre (21,031 square feet) of land situated in the George Cartwright Survey, Abstract Number 149, Fort Bend County, Texas, and being out of a 10.218-acre tract and a 0.41-acre tract as conveyed unto International Church of the Foursquare Gospel by deed recorded under County Clerk's File No. 2004090831 dated July 2, 2004 and County Clerk's File No. 2007112086, dated September 2, 2007, respectively, of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.4828-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the east corner of the George Cartwright Survey, for the westerly corner of said 10.218-acre tract and for the northerly corner of the remainder of a called 82.707-acre tract as conveyed unto Western Gas Resources Storage, Inc., by deed recorded in Volume 2487, Page 1138 of the Fort Bend County Deed Records;

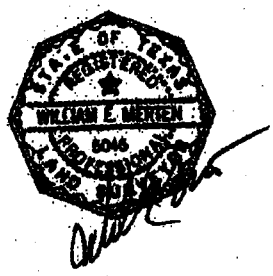
THENCE, South 42° 59' 37" West, with the southeasterly line of said 10.218-acre tract and the northwesterly line of the remainder of said 81.707-acre tract, at a distance of 30.00 feet pass a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the southwesterly right-of-way line of said Greenbusch Road, as monumented, and continuing, in all, a distance of 50.00 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the south corner of said tract herein described;

THENCE, North 47° 07' 47" West, a distance of 420.62 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of said 0.41-acre tract and the southwesterly line of a certain tract conveyed unto Cynthia Schatte by deed recorded under County Clerk's File No. 2007064346 of the Official Public Records of Real Property of Fort Bend County, Texas, for the west corner of said tract herein described;

THENCE, North 42° 59' 37" East with the northwesterly line of said 0.41-acre tract and the southeasterly line of said Schatte tract, at a distance of 22.63 feet pass a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the southwesterly right-of-way line of said Greenbusch Road, and continuing, in all, a distance of 50.00 feet to a point in the northeasterly line of the George Cartwright Survey and for the easterly corner of said Schatte Tract and the northerly corner of said tract herein described;

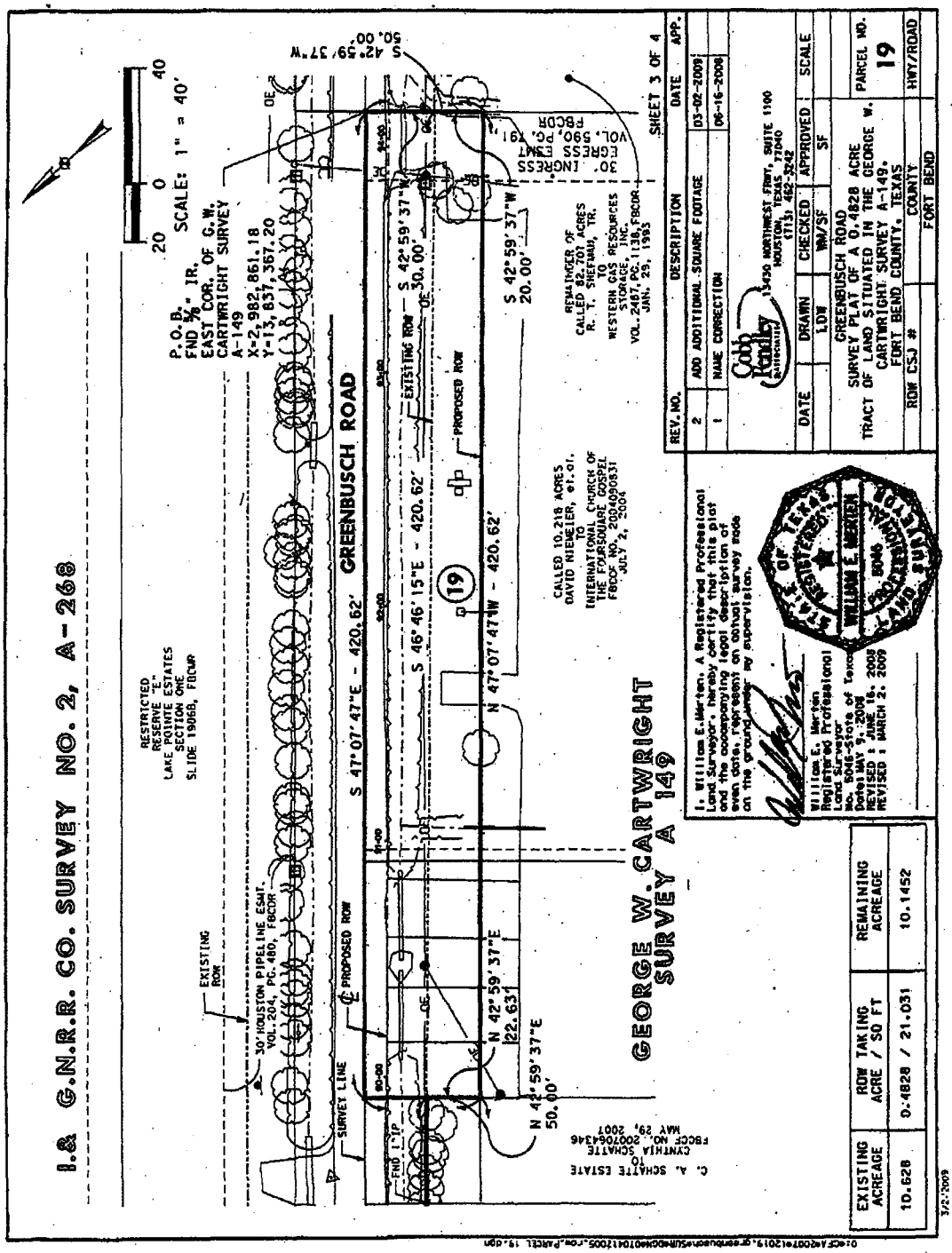
THENCE South 47° 07' 47" East with the northeasterly line of the George Cartwright Survey, a distance of 420.62 feet to the **POINT OF BEGINNING** and containing 0.4828 acre (21,031 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

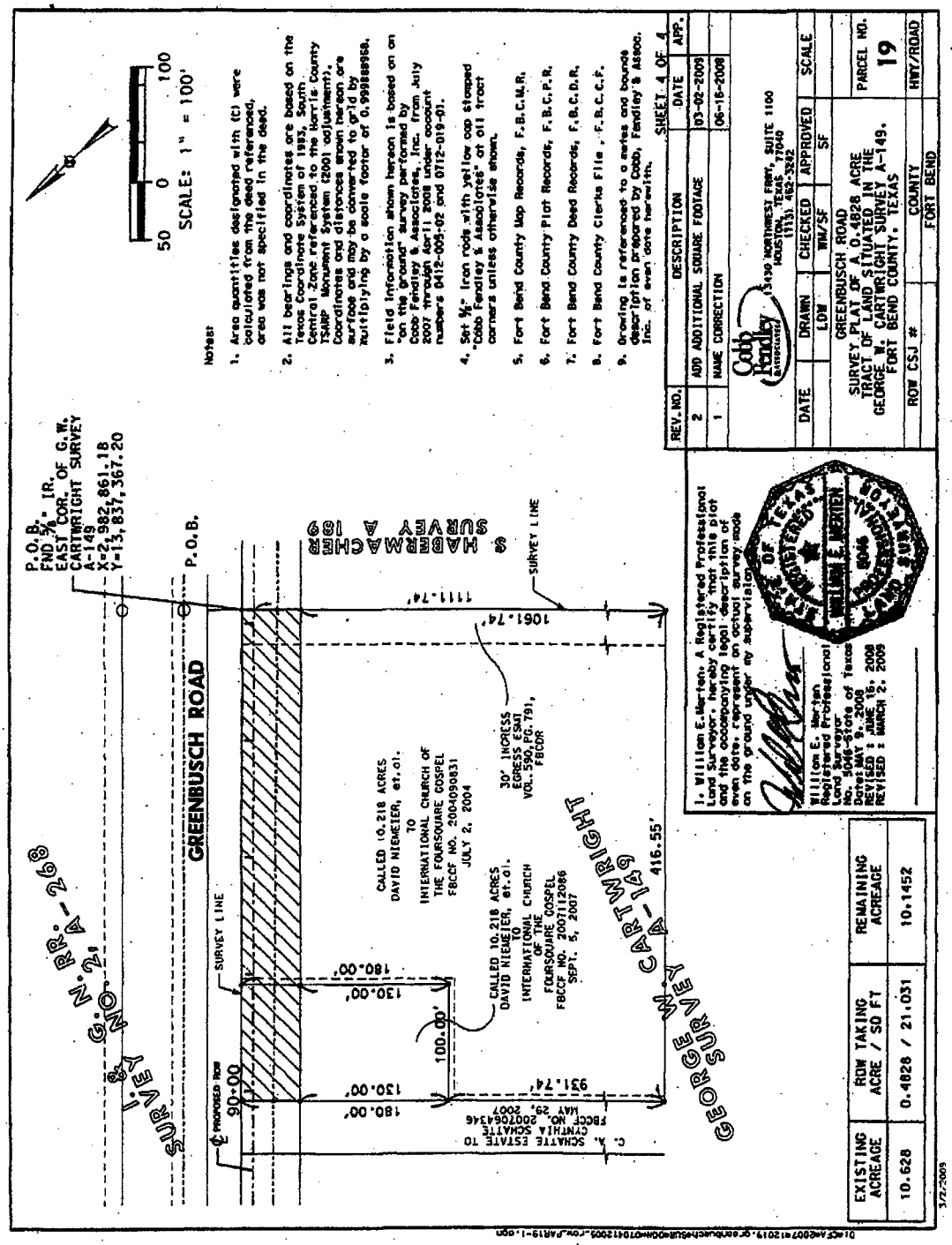


Job No. 0412-005-02
May 9, 2008
Rev: June 16, 2008
Rev: March 2, 2009

AS PER ORIGINAL



AS PER ORIGINAL


SCALE: 1" = 100'
50 0 100
P.O.B.
FND ½" IR.
EAST COR. OF G.W.
CARTWRIGHT SURVEY
A-149
X=2,982,861.18
Y=13,837,367.20
P.O.B.
GREENBUSCH ROAD
SURVEY LINE
S 90°00'00" W
1111.74'
1061.74'
SURVEY LINE
S 89°59'00" W
SURVEY A-149
GEORGE W. CARTWRIGHT
CALLED 10.218 ACRES
DAVID NIEMEIER, et.ux.
TO
INTERNATIONAL CHURCH OF
THE FOURSQUARE GOSPEL
FBCCF NO. 2004090831
JULY 2, 2004
30' INGRESS
EGRESS ESMT
VOL. 590, PG. 791,
FBCDR
CALLED 10.218 ACRES
DAVID NIEMEIER, et.ux.
TO
INTERNATIONAL CHURCH
OF THE
FOURSQUARE GOSPEL
FBCCF NO. 2007112086
SEPT. 5, 2007
C. N. SCHATTE ESTATE TO
CYNTHIA SCHATTE
FBCCF NO. 2007064146
MAY 29, 2007
180.00'
130.00'
130.00'
180.00'
100.00'
931.74'
416.55'
PROPOSED ROW
90+00
N 90°00'00" E
N 89°59'00" E
N 0°00'00" E
N 0°00'00" W
N 0°00'00" E
N 0°00'00" W
N 0°00'00" E
N 0°00'00" W

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08300627	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: International Church of the Foursquare Gospel, a California, nonprofit corporation

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.4828 ac. G. Cartwright Survey, Abstract 149, Fort Bend County, Texas
Parcel 19

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	111,544.50	401. Contract sales price	111,544.50
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	1,094.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	112,639.45	420. GROSS AMOUNT DUE TO SELLER:	111,544.50
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	112,639.45	601. Gross amount due to seller(line 420)	111,544.50
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	112,639.45	603. CASH [X TO] [FROM] SELLER:	111,544.50

File 08300627

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISION Based on $	@	% =		
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.				
801. Loan Origination fee	%			
802. Loan Discount	%			
803. Appraisal fee	to			
804. Credit Report	to			
805. Lender's inspection fee	to			
806. Mortgage Insurance application fee	to			
807. Assumption Fee	to			
808. Commitment Fee	to			
809. FNMA Processing Fee	to			
810. Pictures	to			
811.	to			
812.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.				
901. Interest from to	@$	/day		
902. Mortgage insurance premium for	mo. to			
903. Hazard insurance premium for	yrs. to			
904. Flood Insurance	yrs. to			
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	mo.@$	per mo.		
1002. Mortgage insurance	mo.@$	per mo.		
1003. City property taxes	mo.@$	per mo.		
1004. County property taxes	mo.@$	per mo.		
1005. Annual assessments (Maint.)	mo.@$	per mo.		
1006. School Property Taxes	mo.@$	per mo.		
1007. Water Dist. Prop. Tax	mo.@$	per mo.		
1008. Flood Insurance	mo.@$	per mo.		
1009. Aggregate Accounting Adjustment				
1100. TITLE CHARGES:				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fee	to			
1107. Attorney's fee to	to			
(includes above items No.:				
1108. Title insurance	to STEWART TITLE COMPANY		905.00	
(includes above items No.:)				
1109. Lender's coverage	$			
1110. Owner's coverage 111,544.50	$ 905.00			
1111. Escrow fee	to			
1112. Restrictions	to			
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY		20.00	
1114.	to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed $ 40.00	Mrtg $	Rel. $ 60.00	100.00	
1202. City/county tax/stamps: Deed $	Mrtg $			
1203. State tax/stamps: Deed $	Mrtg $			
1204. Tax certificates	to STEWART TITLE COMPANY		64.95	
1205.	to			
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.	to			
1304.	to			
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			1,094.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California Nonprofit corporation

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge
3-11-09

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

Date _____

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

41/LaRocca

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300627;

Brief Description of Property: 0.4828 acres of land, more or less, out of the G.W. Cartwright Survey, Abstract No. 149 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of March 11, 2009.

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300627 – Parcel 19

Brief Description of Property: 0.4828 acres of land, more or less, out of the G.W. Cartwright Survey, Abstract No. 149 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

SELLER(S):

INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California Nonprofit corporation

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge
March 11, 2009

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 08300627

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: March 11, 2009
Judge Robert E. Hebert
Fort Bend County Judge

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300627

Brief Description of Property: 0.4828 acres of land, more or less, out of the G.W. Cartwright Survey, Abstract No. 149 in Fort Bend County, Texas, and being the same property more fully described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California Nonprofit corporation
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The Seller's United States Employer's tax identification number or Social Security Number is: _____, This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

SELLER(S):

INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California Nonprofit corporation

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2009.

_____
Notary Public in and for
The State of Texas

DD2

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 – Drainage Board on February 3, 2009

Regular Agenda:

Take all appropriate action on Bid 09-032 – Excavator.

BD2

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 02/03/09. Thank you.**

DATE: **February 5, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

→ Sherry 2/11/09

Feb-3
AGENDA ITEM
32 E

Feb-3
AGENDA ITEM
Drainage
#2 09-032

COUNTY JUDGE
RECEIVED
FEB 06 2009

1) 09-030
2) 09-031
3) 09-034
4) 09-035
5) 09-036
6) 09-037
7) Bid 09-038

2-11-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Tabulation
Bid 09-032
Excavator With or Without Trade In

Recommendation: CLM Equipment for 1 unit at $194,496.00 + 5 yr warrant at $8382.00 - $12,000 for trade-in = $190,878.00
Funding: Drainage District 160620100

Company	Unit Bid Price	Optional Equipment Extended Warranty	Trade In Allowance 1998 Kobelco SK220 Mark IV
CLM Equipment Baytown	**$194,496.00** Linkbelt 290X2	**Full Machine Warranty:** $3531.60 - 3 yr 3000 hr $5676.00 - 4 yr 4000 hr **$8382.00 - 5 yr 5000 hr**	**$15,000.00** **($12,000 if injection pump not repaired)**
Ahern Rentals, Inc. Las Vegas NV	$214,945.00 Kobelco SK295LC	Not Stated	Disqualified: Stated subject to inspection
Bane Machinery Houston Houston	$215,340.00 Kobelco SK295LC	$5340.00 - 3 yr 5000 hr full machine $3395.00 - 3 yr 5000 hr power train and hyraulics	$7,500.00
Mustang CAT Houston	$227,030.00 Cat 329DL	$2430.00 - 3 yr 5000 hr power train and hydraulics	$14,000.00
Equipment Support Services Houston	$228,778.23 Case CS290B	$3520.00 - 3 yr 3000 hr full machine	$6,600.00
Four Seasons Equipment Houston	Disqualified: Did not meet specifications on item 8.5		
Hlavinka Equipment Company Rosenberg	Disqualified: Did not meet specifications on items 8.3 and 8.9		
Hlavinka Equipment Company Rosenberg (2nd Bid)	Disqualified: Did not bid current production model, bid 2007 new used unit		
Lansdowne Moody Company Houston	Disqualified: Did not meet specifications on items 8.3, 8.8 and 8.9		
Romco Equipment Houston	No Bid		

AS PER ORIGINAL

Fort Bend County Specification Download Acknowledgment

194 496.00
15000

Invitation for Bid
Excavator With or Without Trade-In
BID 09-032

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

CLM Equipment Co, Inc.
Legal Name of Contracting Company

Dave Donneral
Contact Person

13727 E-I-10 Baytown, TX, 77523
Complete Mailing Address

281-385-6633 281-385-7106
Telephone Number Facsimile Number

dave.donneral@clmequipment.com
Email Address

[signature] Jan 20/09
Signature Date

Fort Bend County, Texas
Invitation for Bid

Excavator With or Without Trade-In
for Fort Bend County
BID 09-032

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, January 22, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-032
Excavator

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 12/19/08
Issued: 01/07/09

Vendor Information

CLM Equipment Co., Inc.
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-385-6633 — Telephone Number
281-385-7106 — Facsimile Number

13727 East I-10
Complete Mailing Address (for Correspondence)

Baytown TX 77523
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Dave Donneral Account Manager
Authorized Representative and Title (printed)

dave.donneral@clmequipment.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: KW

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: _____

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

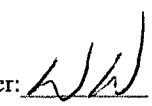
1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

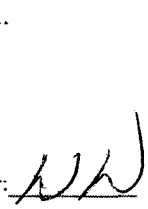
1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: 

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: _____

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: _____

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: _____

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: _____

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: _____

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

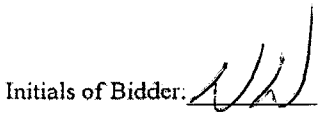
2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: 

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase from one (1) vendor one (1 or more excavators, which meets or exceeds the specifications contained herein.

Initials of Bidder: UH

*Amended 01/14/09

4.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, **and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the **County Judge, Fort Bend** County and a purchase order authorizing the item(s) desired has been **issued. The use of liquid paper** is **NOT** acceptable and may result in the disqualification of bid. **If an error is made, vendor MUST** draw a line through error and initial each change.

*5.0 DELIVERY:

***Delivery of excavator ordered** must be completed within ninety (90) calendar days, unless **otherwise noted, after receipt** of purchase order issued by the Fort Bend County Purchasing **Agent.**

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) **341-8643 or kaminskd@co.fort-bend.tx.us.**

*7.0 GENERAL INFORMATION:

7.1 **Unit will be** utilized by Fort Bend County for multi-purpose earth moving, **excavating and** grading.

7.2 **Published** specifications must be available on unit bid.

7.3 **Special manufactured** machines are not acceptable.

*7.4 **All bidders** may be required to demonstrate the make and model machine bid, **prior to bid** award, to ensure equipment meets or exceeds required specifications.

7.5 **All bidders** are required to employ local qualified servicemen to perform **maintenance** and/or repairs as required by the County.

7.6 **All bidders** are required to maintain replacement parts at a local warehouse.

8.0 REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in **disqualification of bid.** Unit bid must meet or exceed the following specifications.

8.1 **Make and Model:** Must be new current production excavator.
LinkBelt 290 X2 tier III

Initials of Bidder: JH

8.2 **Operating Weight:** 64,460 lbs minimum.

Meets Specification: Yes ☑ No ☐

8.3 **Engine:** Diesel (Tier II or Tier III compliant), 204 HP minimum, heavy duty starting system, heavy duty cooling system and automatic engine deceleration system.

Meets Specification: Yes ☑ No ☐

8.4 **Hydraulics:** Two (2) variable displacement piston pumps, maximum hydraulic flow of at least 2 x 62 GPM, hydraulic operating mode selector, control valve with replaceable sections/spools, hold valve on boom cylinders, equipped to accept additional equipment i.e. hydraulic hammer, hydraulic thumb, etc. and two (2) button control and foot control for auxiliary hydraulics.

Meets Specification: Yes ☑ No ☐

8.5 **Swing System:** 10.0 swing RPM minimum, 360 degree swing, swing brake, tail swing radius 9' 8" minimum and swing torque 60,628 lbs minimum

Meets Specification: Yes ☑ No ☐

8.6 **Drive System:** Each track driven by independent, axial piston hydraulic motor, two (2) speed travel capacity, top travel speed: 3.3 MPH minimum, draw bar pull: 52,375 lbs minimum and travel motors enclosed and protected.

Meets Specification: Yes ☑ No ☐

8.7 **Undercarriage:** Track length: 15' 11" minimum, sealed and lubricated rollers and idlers with track guides, track gauge: 8' 6" minimum, top rollers: 2 each side minimum, bottom rollers: 9 each side minimum, front and rear tow eyes, triple semi grouser shoe width of at least 31-1/2", ground pressure: 6.52 maximum, crawler width: 11' 1" minimum, ground clearance: 19" minimum.

Meets Specification: Yes ☑ No ☐

8.8 **Boom, Arm and Bucket:** Arm length: 10' 5" minimum, bucket: 48" h/d bucket w/5 teeth, SAE bucket digging force: 39,566 lbs minimum, SAE arm digging force: 29,000 lbs minimum, digging depth: 23' 4" minimum, and reach at ground level: 34'5" minimum.

Meets Specification: Yes ☑ No ☐

Initials of Bidder: _____

8.9 **Lifting Capacities:** Ground level: 20' radius over front, 22,700 lbs minimum, 5' hook height, 15' radius over side, 21,800 lbs minimum, and 5' below ground level, 20' radius over front, 22,400 lbs minimum.

Meets Specification: Yes ☑ No ☐

8.10 **Instrumentation:** Engine coolant temperature, engine oil pressure, hydraulic oil pressure, charging system monitor, hour meter, fuel gauge, horn, and provision for computers bypass in the event of failure.

Meets Specification: Yes ☑ No ☐

8.11 **Operators Cab:** Heat and air conditioning, cab fan, tinted safety glass/lexan, adjustable seat and vandalism guards.

Meets Specification: Yes ☑ No ☐

8.12 **Manuals:** Operators, two (2) complete sets at time of delivery (book form). Part and service/technical, one (1) complete set at time of delivery (book form).

Meets Specification: Yes ☑ No ☐

8.13 **Warranty:** Minimum of twelve (12) months 100% parts and labor.

Meets Specification: Yes ☑ No ☐

8.14 **Training:** Operational, safety and service training, on site, 8 hours minimum.

Meets Specification: Yes ☑ No ☐

9.0 OPTIONAL EQUIPMENT:

Extended warranty: $3531.60

Details: 3yr 3000 hr full machine

(4yr 4000hr full machine $5676 5yr 5000hr full machine $8382)

Note std warranty is 12mths 1800hrs full machine 2yr 3000 hrs engine 3yrs 10000 hrs on frame boom, arm & turn table

higher hour limits also available

10.0 TRADE-IN INFORMATION:

10.1 1 each, 1998, Kobelco SK220 Mark IV, Serial Number LJU-2202.

10.2 Trade-in is offered as is, where is. Fort Bend County reserves the right to accept or reject trade-in allowance offered.

Initials of Bidder

10.3 Trade-in inspection may be scheduled by contacting Fort Bend County Drainage District at (281) 341-0141.

11.0 UNIT BID PRICE:

Unit bid price, for one (1) excavator, without optional equipment, without trade-in, as specified herein, FOB Fort Bend County, Texas:

$ 194496.00 /each

Trade-in allowance for one (1) 1998 Kobelco SK220 Mark IV, if accepted, trade-in allowance will be deducted from the total bid price.

$ 15000.00 /each Note injection pump to be repaired per Marc Gadway 01/21 Price not repaired # 12000

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: MW

Please note:
The 1st form legal 09-032.pdf is not able to be downloaded - says it "could not be repaired"

January 14, 2009

TO: All Prospective Bidders

RE: Addendum No. 1 - Fort Bend County Bid 09-032 – Excavator With or Without Trade-In

Please replace Page 14 with Amended Page 14.

****

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at **(281) 341-8645.**

CLM Equipment
Company Name

Signature of person receiving addendum **Date** Jan 20/09

If you have any questions please contact this office.

Debbie Kaminski

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

RECORDED ON 2-16-09
IN THE COMMISSIONER COURT
MINUTES OF 2-3-09

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 3rd day of Feb, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and CLM Equipment Co. Inc. (company name), (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Excavator** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3rd day of February 2009.

Fort Bend County, Texas

By: _____
County Judge

By: _____
Signature of Contractor

By: David Donneral Account Manager
Printed Name and Title

AGENDA ITEM

D3

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

Date Submitted:	**January 29, 2009**	**Submitted By:**	**Mark Vogler**
		Department:	**Drainage District**
Court Agenda Date:	**February 3, 2009**	**Phone Number:**	**281/342-2863**

SUMMARY OF ITEM:

Take all appropriate action on the formal abandonment of a 30-foot wide drainage easement due to permanent ceasing of use, as recorded in Volume 488, Page 568 of the Fort Bend County Official Public Records of Real property.

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):

COUNTY JUDGE
RECEIVED
JAN 29 2009

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:

Take all appropriate action on the formal abandonment of a 30-foot wide drainage easement due to permanent ceasing of use, as recorded in Volume 488, Page 568 of the Fort Bend County Official Public Records of Real property.

Special Handling Requested (specify): Return original to Rose Ann Vargas after recording.

2609 orig. recorded in Prop. records at Co Clerk & ret. to Mark Vogler at Drainage

ABANDONMENT OF RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

Comes now, the Fort Bend County Drainage District Board, acting as the Governing Body for the Fort Bend County Drainage District, and orders as follows:

WHEREAS, FORT BEND COUNTY DRAINAGE DISTRICT (the "District") owns and/or possesses the right to utilize that certain right of way and easement for a drainage canal and system located across, under, and upon that certain tract of land described as a 30-feet wide drainage easement, recorded under Volume 488, Page 568 of the Fort Bend County Official Public Records of Real Property (the "Easement"), described therein and herein as follows:

> An easement of an aggregate width of 30 feet, off the Southeast side of Grantor's land situated in the B B B & C R R Co. Survey, Abstract 116, in Fort Bend County, Texas. BEGINNING at the South corner of Grantor's land, a point in the Northwest line of the T & N O R R, and extending, in a Northeasterly direction parallel to and perpendicular from said T & N O R R Northwest line to the East corner of the land of Grantor.

WHEREAS, the District has determined that it has permanently ceased to use the Easement and desires to formally release, abandon, and relinquish all of its rights, titles, and interests in the Easement;

NOW, THEREFORE, by unanimous Agreement of the Fort Bend County Drainage District Board, the District does hereby formally release, abandon, and relinquish all of its right, titles, and interests in and to the Easement, across, along under, and upon the above-described property. The District's rights, titles, and interests in the Easement which is abandoned hereby formally shall terminate as of the date hereof.

EXECUTED this the 3 day of February, 2009.

FORT BEND COUNTY DRAINAGE DISTRICT

By _____
Robert E. Hebert, Chairman of the Board

ATTEST:

_____
Dianne Wilson, County Clerk

[ACKNOWLEDGEMENT PAGE FOLLOWS]

THE STATE OF TEXAS §

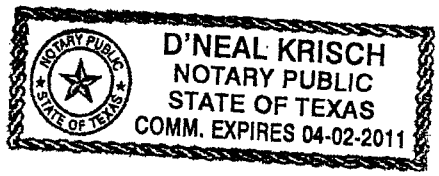
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Robert E. Hebert, Chairman of the Board, of the Fort Bend County Drainage District, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on February 3, 2009.

D'neal B. Krisch

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



GDD:as:i:Abandonment of ROW.3523.012309

AGENDA ITEM

DD4

FORT BEND COUNTY FY 2009
DRAINAGE DISTRICT AGENDA REQUEST FORM

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

Date Submitted:	**01/29/2009**	**Submitted By: Mary Reveles** **Department: County Attorney**
Court Agenda Date:	**02/03/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:

Take all appropriate action on Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County, Texas.

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

List Supporting Documents Attached: Proposed guidelines

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

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

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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)
☒	Tax Office		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN FORT BEND COUNTY, TEXAS, DRAINAGE DISTRICT

WHEREAS, taxing entities in the State of Texas are authorized to provide tax abatements for historic preservation and economic development, pursuant to Chapter 312 of the PROPERTY TAX CODE;

WHEREAS, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and,

WHEREAS, Fort Bend County Drainage District (hereinafter referred to as "District") must compete with other localities across the region and the nation currently offering tax inducements to attract new industry, expand existing industry and develop new tax base; and,

WHEREAS, any tax incentives offered by the District would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and,

WHEREAS, any tax incentives should not adversely affect the competitive position of existing companies operating in the District; and,

WHEREAS, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and,

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said guidelines and criteria to be unchanged for a two-year period unless amended by a three-quarters vote; and,

WHEREAS, these guidelines and criteria shall not be construed as implying or suggesting that the District is under an obligation to provide tax abatement or other incentive to any applicant, and all applicants shall be considered on a case-by-case basis;

NOW, THEREFORE BE IT RESOLVED, that the District does hereby adopt these guidelines and criteria for granting tax abatements in reinvestment zones in the Fort Bend County Drainage District, and to provide consistency in the application and review process.

I.
DEFINITIONS

(A) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property and/or Tangible Personal Property in a reinvestment zone designated by the District for economic development purposes.

(B) **"Agreement"** means a contractual agreement between a property owner and / or Lessee and the District.

(C) **"Base Year Value"** means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements and Tangible Personal Property made after January 1 but before the execution of the Agreement.

(D) **"Deferred Maintenance"** means improvements necessary for continued operation which do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(E) **"Eligible Property"** Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Texas Tax Code including fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(F) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment or payroll for purposes of increasing production or regional capacity.

(G) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(H) **"Hotel"** means a commercial structure which provides overnight accommodations to travelers and which contains 150 rooms or more.

(I) **"Ineligible Property"** The following types of property shall be fully taxable and ineligible for tax abatement: land, existing improvements, tangible personal property that the Fort Bend Central Appraisal District classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.

(J) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.

(K) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.

(L) **"Office Building"** means a new office building addition to existing office buildings or built out of unoccupied space within existing buildings.

(M) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

(N) **"Real Property"** means: land or an improvement or other property classified as such under state law.

(O) **"Reinvestment Zone"** means a geographic area of the District which meets the criteria of §312.202 of the Property Tax Code.

(P) **"Tangible Personal Property"** means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the District.

II.
ABATEMENT AUTHORIZED

(A) **"Submission"**- Upon submission of an Economic Impact Statement signed by the company and certified by the Greater Fort Bend Economic Development Council, eligible property shall be considered for tax abatement as hereinafter provided.

(B) **"Creation of New Value"** - An abatement may only be granted for the additional value of eligible improvements made subsequent to and specified in an abatement agreement between the District and the property owner or lessee, subject to such limitations as the District may require.

(C) **"New and Existing Facilities"** – An abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(F) **"Economic Qualifications"** - In order to be eligible for designation as a reinvestment zone and receive tax abatement the planned improvement:

1. Must be expected to have an increased appraised ad valorem tax value of at least $1,000,000 based upon the

Fort Bend Central Appraisal District's assessment of the eligible property; and

2. Must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County.
3. Must not have the effect of transferring employment from one part of the County to another, unless there is a substantial threat of economic loss to the County.

(G) **"Standards for Tax Abatement"** - The following factors, among others, shall be considered in determining whether to grant tax abatement; and, if so, the percentage of value to be abated and duration of the tax abatement:

1. Value of land and existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number and type of new jobs to be created by proposed improvements;
6. Amount of local payroll to be created;
7. Whether persons residing, or projected to reside, within affected taxing jurisdictions will have the opportunity to fill the new jobs being created;
8. Amount of local taxes to be generated directly;
9. Amount that property tax base valuation will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than the economic qualifier stipulated in Section II(F)(1);
10. The costs to be incurred by the District to provide facilities or services directly resulting from the new improvements;
11. The amount of ad valorem taxes to be paid to the District during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
12. The population growth of the County that occurs directly as a result of new improvements;
13. The types and values of public improvements, if any, to be made by applicant seeking abatement;
14. Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
15. The impact on the business opportunities of existing businesses;
16. The attraction of the other new businesses to the area as a result of the project;
17. The overall compatibility with the zoning ordinances and comprehensive plan for the area;

18. Whether the project is environmentally compatible with no negative impact on quality of life perceptions;
19. Whether the company has agreed to participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of any abatement granted by the District.

Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(H) **"Denial of Abatement"** - Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

1. There would be a substantial adverse affect on the provision of government service or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety, health or morals;
4. Violation of other codes or laws;
5. The application was filed after the commencement of construction, alteration, or installation of improvements related to the project; or
6. Any other reason deemed appropriate by the District.

(I) **"Taxability"** - From the execution of the abatement to the end of the Agreement period, taxes shall be payable as follows:

1. The value of ineligible property as defined in Section I(I) shall be fully taxable; and

2. The base year value of existing eligible property as determined each year shall be fully taxable. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

(J) Any tax abatement approved by Fort Bend County, by and through its Commissioners Court, prior to the adoption of these guidelines is applicable to the District in the same manner and under the same terms and conditions. This has been the practice of the District and the inclusion of this Section (J) in these Guidelines and Criteria is to memorialize the intent of the District that tax abatements approved by Fort Bend County prior to the adoption of these Guidelines apply equally to the District.

III.
APPLICATION

(A) Any present or potential owner of taxable property in the District may request the creation of a reinvestment zone and tax abatement by filing a written request with the Greater Fort Bend Economic Development Council for review and recommendation to the District for action on the application.

(B) The application shall consist of a completed application form which shall provide detailed information on the items described in Section II(G) hereof; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

(C) Prior to the adoption of an ordinance designating a reinvestment zone, the District shall give notice and hold a public hearing as provided by the Section 312.201 of the Tax Code. Before acting upon the application, through public hearing, the District shall afford the applicant, the public, and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(D) The District shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, installation or improvements related to a proposed modernization, expansion or new facility.

(E) Information that is provided to the District in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential.

IV.
AGREEMENT

(A) Not later than the 14th day before the date on which the District enters into the abatement agreement, the District shall deliver to the presiding officer of the governing body of each

taxing unit in which the property is located a written notice that the District intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(B) After approval, the District shall formally execute an Agreement with the owner of the facility and lessee as required, which shall include:

1. Estimated value to be abated and the base year value;
2. Percent of value to be abated each year as provided in Section II(F);
3. The commencement date and the termination date of abatement;
4. The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section III(B);
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections II, V, VI and VII; and
6. Size of investment and number of jobs involved in the project.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the District.

V.
RECAPTURE

(A) In the event that the company or individual (1) allows its ad valorem taxes owed the District to become delinquent and fails to timely and properly follow the legal procedures for their protest and /or contest; or (2) violates any of the terms and conditions of the abatement agreement; or (3) vacates any of the improvements subject to the agreement before the term of the abatement; and fails to cure during the cure period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(B) Should the District determine that the company or individual is in default according to the terms and conditions of its agreement, the District shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

VI.
ADMINISTRATION

(A) The Chief Appraiser of the Fort Bend Central Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. The market value will be determined before the appraisal roll is certified for each year. Each year, the company or individual receiving the abatement will render their property as set out by the guidelines of the TEXAS PROPERTY TAX CODE to the Chief Appraiser of the Fort Bend Central Appraisal District, and will furnish all other information as may be necessary for the abatement. Once value has been established, the Chief Appraiser will notify the District of the amount of the assessment.

(B) Each year, the company or individual receiving the abatement will inform the Distirct by September 1st that the agreements have been met, and that they qualify for the abatement.

(C) The abatement agreement shall stipulate that the employees and/or designated representatives of the District will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

(D) Upon completion of construction, the designated representative of the District shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the District.

(E) The District shall timely file with the Texas Department of Commerce and the State Property Tax Board all information required by the TEXAS PROPERTY TAX CODE.

VII.
ASSIGNMENT

The abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by the Board of Directors of the District; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of the new contractual agreement with the District.

No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

VIII.
SUNSET PROVISION

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Board of Directors of the District at which time all reinvestment zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

IX.
PUBLIC HEARINGS AND APPROVAL

(A) The Board of Directors of the District may not approve an order designating a reinvestment zone until it has held a public hearing at which interested parties are entitled to speak and present evidence for or against its designation. Notice of the hearing shall be published in a general circulation publication at least 7 days prior to the hearing.

(B) Prior to entering into a tax abatement agreement, the Board of Directors of the District may, at its option, hold a public meeting at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement agreement.

X.
DISCRETION OF THE DISTRICT

The adoption of these guidelines and criteria by the District does not:

1. Limit the discretion of the District to decide whether to enter into a specific tax abatement agreement;
2. Limit the discretion of the District to delegate to its employees the authority to determine whether or not the District should consider a particular application or request for tax abatement; or
3. Create any property, contract, or other legal rights in any person to have the District consider or grant a specific application or request for tax abatement.
4. Limit the ability to deviate from these guidelines and criteria for good cause.

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RESOLUTION ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN REINVESTMENT ZONES IN FORT BEND COUNTY FOR THE DRAINAGE DISTRICT

WHEREAS, the enhancement of the local economy is in the best interests of the citizens of Fort Bend County; and,

WHEREAS, the provision of certain economic development incentives may encourage prospective businesses and companies to relocate to Fort Bend County or encourage existing local businesses and companies to expand; and,

WHEREAS, the establishment of specific criteria, guidelines and procedures are necessary to effectively and fairly administer the provision of economic development incentives; and,

WHEREAS, pursuant to Chapter 312 of the TEXAS PROPERTY TAX CODE, the Fort Bend County Drainage District hereby adopts the attached Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Fort Bend County Drainage District:

1. In accordance with the TEXAS PROPERTY TAX CODE, the Board of Directors of the Fort Bend County Drainage District hereby adopts and establishes Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Fort Bend County, attached hereto as Exhibit A, and incorporated herein for all purposes.

Adopted this 3 day of February, 2009.

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

2-6-09 orig. ret. to Mary Rendes at Co Attorney

Exhibit A

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN FORT BEND COUNTY, TEXAS, DRAINAGE DISTRICT

WHEREAS, taxing entities in the State of Texas are authorized to provide tax abatements for historic preservation and economic development, pursuant to Chapter 312 of the PROPERTY TAX CODE;

WHEREAS, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and,

WHEREAS, Fort Bend County Drainage District (hereinafter referred to as "District") must compete with other localities across the region and the nation currently offering tax inducements to attract new industry, expand existing industry and develop new tax base; and,

WHEREAS, any tax incentives offered by the District would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and,

WHEREAS, any tax incentives should not adversely affect the competitive position of existing companies operating in the District; and,

WHEREAS, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and,

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said guidelines and criteria to be unchanged for a two-year period unless amended by a three-quarters vote; and,

WHEREAS, these guidelines and criteria shall not be construed as implying or suggesting that the District is under an obligation to provide tax abatement or other incentive to any applicant, and all applicants shall be considered on a case-by-case basis;

NOW, THEREFORE BE IT RESOLVED, that the District does hereby adopt these guidelines and criteria for granting tax abatements in reinvestment zones in the Fort Bend County Drainage District, and to provide consistency in the application and review process.

I.
DEFINITIONS

(A) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property and/or Tangible Personal Property in a reinvestment zone designated by the District for economic development purposes.

(B) **"Agreement"** means a contractual agreement between a property owner and / or Lessee and the District.

(C) **"Base Year Value"** means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements and Tangible Personal Property made after January 1 but before the execution of the Agreement.

(D) **"Deferred Maintenance"** means improvements necessary for continued operation which do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(E) **"Eligible Property"** Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Texas Tax Code including fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(F) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment or payroll for purposes of increasing production or regional capacity.

(G) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(H) **"Hotel"** means a commercial structure which provides overnight accommodations to travelers and which contains 150 rooms or more.

(I) **"Ineligible Property"** The following types of property shall be fully taxable and ineligible for tax abatement: land, existing improvements, tangible personal property that the Fort Bend Central Appraisal District classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible

personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.

(J) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.

(K) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.

(L) **"Office Building"** means a new office building addition to existing office buildings or built out of unoccupied space within existing buildings.

(M) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

(N) **"Real Property"** means: land or an improvement or other property classified as such under state law.

(O) **"Reinvestment Zone"** means a geographic area of the District which meets the criteria of §312.202 of the Property Tax Code.

(P) **"Tangible Personal Property"** means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the District.

II.
ABATEMENT AUTHORIZED

(A) **"Submission"**- Upon submission of an Economic Impact Statement signed by the company and certified by the Greater Fort Bend Economic Development Council, eligible property shall be considered for tax abatement as hereinafter provided.

(B) **"Creation of New Value"** - An abatement may only be granted for the additional value of eligible improvements made subsequent to and specified in an abatement agreement between the District and the property owner or lessee, subject to such limitations as the District may require.

(C) **"New and Existing Facilities"** – An abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(F) **"Economic Qualifications"** - In order to be eligible for designation as a reinvestment zone and receive tax abatement the planned improvement:

1. Must be expected to have an increased appraised ad valorem tax value of at least $1,000,000 based upon the Fort Bend Central Appraisal District's assessment of the eligible property; and
2. Must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County.
3. Must not have the effect of transferring employment from one part of the County to another, unless there is a substantial threat of economic loss to the County.

(G) **"Standards for Tax Abatement"** - The following factors, among others, may be considered in determining whether to grant tax abatement; and, if so, the percentage of value to be abated and duration of the tax abatement:

1. Value of land and existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number and type of new jobs to be created by proposed improvements;
6. Amount of local payroll to be created;
7. Whether persons residing, or projected to reside, within affected taxing jurisdictions will have the opportunity to fill the new jobs being created;
8. Amount of local taxes to be generated directly;
9. Amount that property tax base valuation will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than the economic qualifier stipulated in Section II(F)(1);
10. The costs to be incurred by the District to provide facilities or services directly resulting from the new improvements;
11. The amount of ad valorem taxes to be paid to the District during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
12. The population growth of the County that occurs directly as a result of new improvements;
13. The types and values of public improvements, if any, to be made by applicant seeking abatement;
14. Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

15. The impact on the business opportunities of existing businesses;
16. The attraction of the other new businesses to the area as a result of the project;
17. The overall compatibility with the zoning ordinances and comprehensive plan for the area;
18. Whether the project is environmentally compatible with no negative impact on quality of life perceptions;
19. Whether the company has agreed to participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of any abatement granted by the District.

Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(H) **"Denial of Abatement"** - Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

1. There would be a substantial adverse affect on the provision of government service or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety, health or morals;
4. Violation of other codes or laws;
5. The application was filed after the commencement of construction, alteration, or installation of improvements related to the project; or
6. Any other reason deemed appropriate by the District.

(I) **"Taxability"** - From the execution of the abatement to the end of the Agreement period, taxes shall be payable as follows:

1. The value of ineligible property as defined in Section I(I) shall be fully taxable; and

2. The base year value of existing eligible property as determined each year shall be fully taxable. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

(J) Any tax abatement approved by Fort Bend County, by and through its Commissioners Court, prior to the adoption of these guidelines is applicable to the District in the same manner and under the same terms and conditions. This has been the practice of the District and the inclusion of this Section (J) in these Guidelines and Criteria is to memorialize the intent of the

District that tax abatements approved by Fort Bend County prior to the adoption of these Guidelines apply equally to the District.

III.
APPLICATION

(A) Any present or potential owner of taxable property in the District may request the creation of a reinvestment zone and tax abatement by filing a written request with the Greater Fort Bend Economic Development Council for review and recommendation to the District for action on the application.

(B) The application shall consist of a completed application form which shall provide detailed information on the items described in Section II(G) hereof; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

(C) Prior to the adoption of an ordinance designating a reinvestment zone, the District shall give notice and hold a public hearing as provided by the Section 312.201 of the Tax Code. Before acting upon the application, through public hearing, the District shall afford the applicant, the public, and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(D) The District shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, installation or improvements related to a proposed modernization, expansion or new facility.

(E) Information that is provided to the District in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential.

AGREEMENT

(A) Not later than the 14th day before the date on which the District enters into the abatement agreement, the District shall deliver to the presiding officer of the governing body of each taxing unit in which the property is located a written notice that the District intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(B) After approval, the District shall formally execute an Agreement with the owner of the facility and lessee as required, which shall include:

1. Estimated value to be abated and the base year value;
2. Percent of value to be abated each year as provided in Section II(F);
3. The commencement date and the termination date of abatement;
4. The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section III(B);
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections II, V, VI and VII; and
6. Size of investment and number of jobs involved in the project.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the District.

V.
RECAPTURE

(A) In the event that the company or individual (1) allows its ad valorem taxes owed the District to become delinquent and fails to timely and properly follow the legal procedures for their protest and /or contest; or (2) violates any of the terms and conditions of the abatement agreement; or (3) vacates any of the improvements subject to the agreement before the term of the abatement; and fails to cure during the cure period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(B) Should the District determine that the company or individual is in default according to the terms and conditions of its agreement, the District shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured

within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

VI.
ADMINISTRATION

(A) The Chief Appraiser of the Fort Bend Central Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. The market value will be determined before the appraisal roll is certified for each year. Each year, the company or individual receiving the abatement will render their property as set out by the guidelines of the TEXAS PROPERTY TAX CODE to the Chief Appraiser of the Fort Bend Central Appraisal District, and will furnish all other information as may be necessary for the abatement. Once value has been established, the Chief Appraiser will notify the District of the amount of the assessment.

(B) Each year, the company or individual receiving the abatement will inform the Distirct by September 1st that the agreements have been met, and that they qualify for the abatement.

(C) The abatement agreement shall stipulate that the employees and/or designated representatives of the District will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

(D) Upon completion of construction, the designated representative of the District shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the District.

(E) The District shall timely file with the Texas Department of Commerce and the State Property Tax Board all information required by the TEXAS PROPERTY TAX CODE.

VII.
ASSIGNMENT

The abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by the Board of Directors of the District; subject to the financial capacity of the assignee and provided that all conditions and obligations in the

abatement agreement are guaranteed by the execution of the new contractual agreement with the District.

No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

VIII.
SUNSET PROVISION

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Board of Directors of the District at which time all reinvestment zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

IX.
PUBLIC HEARINGS AND APPROVAL

(A) The Board of Directors of the District may not approve an order designating a reinvestment zone until it has held a public hearing at which interested parties are entitled to speak and present evidence for or against its designation. Notice of the hearing shall be published in a general circulation publication at least 7 days prior to the hearing.

(B) Prior to entering into a tax abatement agreement, the Board of Directors of the District may, at its option, hold a public meeting at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement agreement.

X.
DISCRETION OF THE DISTRICT

The adoption of these guidelines and criteria by the District does not:

1. Limit the discretion of the District to decide whether to enter into a specific tax abatement agreement;
2. Limit the discretion of the District to delegate to its employees the authority to determine whether or not the District should consider a particular application or request for tax abatement; or
3. Create any property, contract, or other legal rights in any person to have the District consider or grant a specific application or request for tax abatement.
4. Limit the ability to deviate from these guidelines and criteria for good cause.

2-3-09
5A

PUBLISHERS'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Seshadri Kumar who being by me duly sworn, deposes and says that he is the publisher of India Herald and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

1. It devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. It is published at least once each week;
3. It is entered as second-class postal matter in the county where it is published; and
4. It has been published regularly and continuously since 1995.

Publisher further deposes and says that the attached notice was published in said newspaper on the following date (s) to wit:

~~Jan. 7, 14, 21 and 28, 2009~~ Jan. 14, 2009. Traffic Control Great oaks Sec. 1

Seshadri Kumar

Publisher

SUBSCRIBED AND SWORN BEFORE ME by Seshadri Kumar who

(a) ✓ Is personally to me, or
(b) Provided the following evidence to establish his/ her identity,

On this the 30 day of January 2009, to certify which witness my hand and seal of office.

Notary Public, State of Texas

D'neal Krisch

D'NEAL KRISCH
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXPIRES 04-02-2011

Carpet & VCT Flooring, Painting, Misc. Specialties, Fire Sprinklers, Conveying Systems, Mechanical, Electrical, Plumbing, Fire Sprinkler, Landscaping & Irrigation, Site Utilities, Asphalt Paving, Fencing & Gates, Lath & Plaster, Food Service Equipment, and Signage. The Project consists of a 3 story tower courthouse plus basement at approximately 225,840 sf, parking deck, connector tunnel to existing jail and all site development.

Proposals will be received until 2:00 p.m. on Wednesday, January 28, 2009 @ JE Dunn South Central, Inc. – 3500 South Gessner, Suite 200 – Houston, Texas 77063. Proposals may also be faxed to (713) 521-5896, but must be received prior to due date & time. **All late Proposals will be marked late and/or returned unopened.** A pre-proposal meeting is scheduled for Thursday, January 15, 2009 @ 10:00 a.m. at JE Dunn's main office. Proposal Documents may be viewed at the following plan rooms: JE Dunn South Central, Inc. (713) 521-4664; National Association of Minority Contractors **NAMC, Inc.** (713) 843-3791; ABC (832) 613-0201; and McGraw-Hill Construction Dodge (713) 316-9411. Proposal documents may be purchased at A&E Products (713) 579-1234. For more information, please contact Bruce Crocombe @ JE Dunn's Main office 713-521-4664. Fort Bend County and/or JE Dunn South Central, Inc. reserve the right to waive formalities, or to accept or reject any or all Proposals, in the best interest of the County. No proposer shall withdraw its Proposal within ninety (90) days after the actual date of opening thereof.

Fort Bend County's legal notices are also available on line at www.India-Herald.com and www.fbindependent.com.

700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, February 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Great Oaks Section 1, Section 2 and Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

RICHMOND TX 7746

NOTICE:
You have been sued. Y
ney do not file a writte
by 10:00 AM on the M
days from the date of i
2009, a default judgen
be filed by mailing sa
Richmond, Texas 774
dress is 401 Jackson S
of the courthouse buil
The case is presently p
Bend County, sitting
11, 2008. It bears caus
ELAINE C. SEBASTIAN
The name and address
LARRY M. CHAMPIO
ATTORNEY AT LAW
4420 FM 1960 WST, S
HOUSTON, TX 77068
281-583-0280.
The nature of the dema
NEGLIGENCE, LOSS OF
If this citation is not se
my hand and seal of
19th day of Decembe

2-3-09
5B

PUBLISHERS'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND

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Publisher further deposes and says that the attached notice was published in said newspaper on the following date (s) to wit:

Jan. 14, 2009; Canyon Village Traffic Control Plan.

Seshadri Kumar

Publisher

SUBSCRIBED AND SWORN BEFORE ME by Seshadri Kumar who

(a) Is personally to me, or
(b) Provided the following evidence to establish his/ her identity,

On this the 5th day of February 2009, to certify which witness my hand and seal of office.

DELYNN KAY DAVIS
MY COMMISSION EXPIRES
June 17, 2012

Delynn Kay Davis
Notary Public, State of Texas

Gilbert D. Salomo, Jr.,
Purchasing Agent
Fort Bend County,
Richmond, Texas

LEGAL NOTICE ADVERTISEMENT FOR SEALED PROPOSALS

JE Dunn South Central, Inc. (serving Fort Bend County as Construction Managers at Risk) is accepting Sealed Proposals for labor, material, equipment and other necessary items to complete the Fort Bend County Justice Center Project located in Fort Bend County, Richmond, TX. Scopes of work include **(but are not limited to)** Hoisting, Concrete, Masonry, Structural Steel Fabrication and Erection, Millwork, Waterproofing, Roofing, Fireproofing, Doors and Frames, Detention Equipment & Hardware, Coiling Doors, Glass & Glazing, Drywall, Acoustical Ceiling, Ceramic Tile, Terrazzo Flooring, Carpet & VCT Flooring, Painting, Misc. Specialties, Fire Sprinklers, Conveying Systems, Mechanical, Electrical, Plumbing, Fire Sprinkler, Landscaping & Irrigation, Site Utilities, Asphalt Paving, Fencing & Gates, Lath & Plaster, Food Service Equipment, and Signage. The Project consists of a 3 story tower courthouse plus basement at approximately 225,840 sf, parking deck, connector tunnel to existing jail and all site development.

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Fort Bend County's legal notices are also available on line at www.India-Herald.com and www.fbindependent.com.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, February 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Canyon Village at Westheimer Lakes Section 1, Villas at Westheimer Lakes Section 1, Canyon Fields Drive and Reese Lake Drive STD and Canyon Fields Drive STD, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, February 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Great Oaks Section 1, Section 2 and Section 3, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Fort Bend County res

TH
CITAT

To:
RACHEL LYNN TRAH/
2400 OLD SOUTH#4!
RICHMOND TX 7746!

NOTICE:
You have been sued. Y
ney do not file a writte
by 10:00 AM on the M
days from the date of i
2009, a default judgen
be filed by mailing sa
Richmond, Texas 774
dress is 401 Jackson S
of the courthouse bui
The case is presently p
Bend County, sitting
11, 2008. It bears caus
ELAINE C. SEBASTIAN
The name and address
LARRY M. CHAMPIOI
ATTORNEY AT LAW
4420 FM 1960 WST, S
HOUSTON, TX 77068
281-583-0280.
The nature of the dema
NEGLIGENCE, LOSS OF
If this citation is not se
my hand and seal of
19th day of Decemb

2-3-09
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PUBLISHERS'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND

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Publisher further deposes and says that the attached notice was published in said newspaper on the following date (s) to wit:

~~Jan. 7, 14, 21 and 28, 2009~~ Jan. 14, 2009

Traffic Safety Barbara Jordan Sle. School

Seshadri Kumar

Publisher

SUBSCRIBED AND SWORN BEFORE ME by Seshadri Kumar who

(a) ✓ Is personally to me, or

(b) Provided the following evidence to establish his/ her identity,

On this the 30 day of January 2009, to certify which witness my hand and seal of office.

Notary Public, State of Texas

D'neal Krisch

D'NEAL KRISCH
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXPIRES 04-02-2011

LEGAL NOTICES

CONSTABLE'S NOTICE OF SALE

Notice is hereby given, that by virtue of a certain Order of Sale issued by the clerk of the 400th District Court of Fort Bend County, Texas on NOV 11, 2008 in cause numbered 06cv152653 styled NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION, INC. vs. Stefan Lakocinski, in which a judgment was rendered on APRIL 16, 2007 in favor of NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION, INC. for the sum of TWO THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND EIGHTY FIVE CENTS ($2743.85); plus fees for posting notice of sale, publishing, costs of suit rendered by the court, legal fees, and all costs of executing this Writ.
I have levied upon the below listed property on JANUARY 2, 2009and will on FEB 3 ,2009 Tuesday, between the hours of 10:00 a.m. and 4:00 p.m. proceed to sell for cash to the highest bidder, all the Right, Title, and Interest Stefan Lakocinski to and in the following described Real Property
LOT FORTY SIX (46), BLOCK FOUR (4) OF NEW TERRITORY PARCEL SF-5 A SUBDIVISION OUT OF J.H. CARTWRIGHT SURVEY ABSTRACT #16, IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1463/A OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS, ALSO KNOWN AS 834 FEATHERBROOK CT, SUGAR LAND, FORT BEND COUNTY, TEXAS 77479
The above sale to be made by me to satisfy the above described judgment in favor of NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION, INC., Plaintiff, and the proceeds applied to the satisfaction thereof.

LOCATION: FORT BEND COUNTY COURTHOUSE
RICHMOND, TX 77469
DATE: February 3, 2009
TIME: APPROX. 10:00 am
BY: M. KUTACH

Troy E. Nehls
Constable Pct. 4
Fort Bend County, Texas

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, FEBRUARY 5, 2009 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-039 – FURNISHINGS FOR SIENNA BRANCH LIBRARY

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, February 3, 2009 at 1:00 p.m. for acceptance of the revised Traffic Safety Study for Fort Bend ISD, Barbara Jordan Elementary School in Twin Oaks Village Subdivision at West Oaks Village Drive to establish "No Parking During School Hours" signs, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.
Submitted by,
Dianne Wilson
Fort Bend County Clerk

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for band instrument repairs, RFP# 2009-0027, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 27th day of January, 2009. Bid document

REQUES

Sealed Qualificatic
D. Jalomo, Jr., Count
Annex, 4520 Reading
until **THURSDAY, JAN**

MECHANICAL TES
PROJECT - Q09-040

Fort Bend County I
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except for Constructic
co.fort-bend.tx.us anc
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Fort Bend County
statements received.

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Sealed Bids will be
Jr., County Purchas
Annex, 4520 Readin
the following until **T**
(CST). All bids will th
of the Purchasing Ag
Rosenberg, TX 77471
returned unopened.

1. **BID 09-030**
2. **BID 09-031**
3. **BID 09-032**
4. **BID 09-033**
5. **BID 09-034**
6. **BID 09-035**
7. **BID 09-036**
8. **BID 09-037**
9. **BID 09-038**

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program and has ph
Bids, RFPs and SOQs